



HOST CITY CONTRACT

*Games of the XXXII Olympiad in
2020*







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HOST CITY CONTRACT FOR THE GAMES OF THE XXXII OLYMPIAD IN THE YEAR 2020

executed in Buenos Aires on the 7th day of September 2013

BETWEEN

THE INTERNATIONAL OLYMPIC COMMITTEE

hereinafter represented by Messrs Jacques ROGGE and Richard CARRIÓN, duly authorised for all purposes hereof (hereinafter the "IOC")

ON THE ONE HAND

AND

THE CITY OF TOKYO

hereinafter represented by Mr Naoki INOSE, duly authorised for all purposes hereof (hereinafter the "City") and

THE JAPANESE OLYMPIC COMMITTEE

hereinafter represented by Mr Tsunekazu TAKEDA, duly authorised for all purposes hereof (hereinafter the "NOC")

ON THE OTHER HAND



Preamble

Preamble

- A. **WHEREAS** the Olympic Charter is the codification of the Fundamental Principles, Rules and Bye-laws adopted by the IOC. It governs the organisation and operation of the Olympic Movement and stipulates the conditions for the celebration of the Olympic Games;
- B. **WHEREAS**, according to the Olympic Charter, the IOC is the supreme authority of and leads the Olympic Movement, and the Olympic Games are the exclusive property of the IOC which owns all rights and data relating thereto, in particular, and without limitation, all rights relating to their organisation, staging, exploitation, broadcasting, recording, representation, reproduction, access and dissemination in any form and by any means or mechanism whatsoever, whether now existing or developed in the future, throughout the world in perpetuity;
- C. **WHEREAS** the Olympic Symbol, flag, motto, anthem, identifications (including but not limited to "Olympic", "Olympic Games" and "Games of the Olympiad"), designations, emblems, flame and torches, as defined in the Olympic Charter, are collectively or individually referred to as "Olympic properties" and whereas all rights to any and all Olympic properties, as well as all rights to the use thereof, belong exclusively to the IOC, including but not limited to the use for any profit making, commercial or advertising purposes, and whereas the IOC may, in its sole discretion, license all or part of its rights to one or more parties on terms and conditions set forth by the IOC;
- D. **WHEREAS** the City and the NOC have requested, and the IOC has accepted, that the City be a candidate city to host Games of the XXXII Olympiad in the year 2020 (hereinafter the "**Games**");
- E. **WHEREAS** the IOC, at its 125th Session in Buenos Aires, has carefully considered the candidature of the City and the NOC, together with the candidatures of the other Candidate Cities, and has received the advice and comments of the Evaluation Commission for Candidate Cities, which Commission includes representatives of the IOC, the International Federations (hereinafter the "**IFs**"), the National Olympic Committees, Organising Committees for Olympic Games



prior to the Games, the IOC Athletes' Commission and the International Paralympic Committee as well as specialists whose advice may be helpful;

- F. **WHEREAS** the IOC has reviewed the background and the history of past Olympic Games and has taken note of and has specifically relied upon the desire of the City and the NOC to become a part of the Olympic tradition and history through the hosting of the Games;
- G. **WHEREAS** the IOC has taken note of and has specifically relied upon the covenant given by the government of the country in which the City and the NOC are situated (hereinafter respectively the "**Government**" and the "**Host Country**") to respect the Olympic Charter and this Host City Contract (hereinafter the "**Contract**");
- H. **WHEREAS** the IOC has taken note of and has specifically relied upon the undertakings of the City and the NOC to plan, organise, finance and stage the Games in full compliance with the provisions of the Olympic Charter and this Contract;
- I. **WHEREAS** it is the mutual desire of the IOC, the City and the NOC that the Games be organised in the best possible manner and take place under the best possible conditions for the benefit of the Olympic athletes of the world, and that the Games leave a sustainable legacy for the City and the Host Country;
- J. **WHEREAS** it is the mutual desire of the IOC, the City and the NOC that the Games contribute to the further development of the Olympic Movement throughout the world;
- K. **WHEREAS** the City and the NOC understand the importance of presenting the Games using technology and facilities of an appropriate standard at the time the Games take place;
- L. **WHEREAS** the City and the NOC acknowledge and accept the importance of the Games and the value of the Olympic image, and agree to conduct all activities in a manner which promotes and enhances the fundamental principles and values of Olympism as well as the development of the Olympic Movement;



- M. **WHEREAS** the City and the NOC acknowledge that doping is contrary to the fundamental principles of Olympism and the spirit of sport, which is characterised by the following values: ethics, fair-play, honesty, friendship, health, excellence in performance, character and education, fun and joy, teamwork, dedication and commitment, respect for rules and laws, respect for self and other participants, courage, community and solidarity, and whereas the City and the NOC undertake to do their utmost in order to support the IOC in its fight against doping, including acting in accordance with the provisions of the World Anti-Doping Code published by the World Anti-Doping Agency;
- N. **WHEREAS** the City and the NOC acknowledge and accept the importance of ensuring the fullest broadcast and news coverage by the different media and widest possible audience for the Games;
- O. **WHEREAS** the City and the NOC have taken note of the decision of the IOC, and will assist the IOC, to preserve at the IOC a complete and comprehensive record of the Games by collecting objects and materials relating to the planning, organising, financing and staging of the Games;
- P. **WHEREAS** the City and the NOC acknowledge the significant role played by the IOC's Olympic Museum in the promotion of the Olympic Movement and agree to fully cooperate with the IOC's Olympic Museum, in particular by providing objects and materials for the IOC's archives at no charge to the Olympic Museum for its non-commercial use;
- Q. **WHEREAS** the City and the NOC acknowledge and accept the importance of acquiring and transferring knowledge, gained in the course of planning, organising, financing and staging the Games, to the IOC and to Organising Committees for Olympic Games subsequent to the Games;
- R. **WHEREAS** the City and the NOC acknowledge and agree that concern for sustainable development is an important consideration in conducting their activities and undertake to consult with the IOC on environmental and social issues, in addition to complying with all applicable laws and regulations;
- S. **WHEREAS** the City and the NOC acknowledge and agree to maximise the planning, organising, financing and staging of the Games so as to create and



nurture a positive and lasting legacy for the City and the Host Country;

- T. **WHEREAS** the City and the NOC acknowledge and agree to carry out their activities pursuant to this Contract in full compliance with universal fundamental ethical principles, including those contained in the IOC Code of Ethics;
- U. **WHEREAS**, in reliance upon the matters referred to above, the IOC has voted to elect the City as the host city of the Games and has designated the NOC as the responsible National Olympic Committee for the Games;
- V. **WHEREAS**, the Olympic Charter requires the formation of an "Organising Committee of the Olympic Games" ("OCOG"), which shall intervene as a party and adhere to this Contract; and
- W. **WHEREAS** the parties agree that the foregoing Preambles shall form an integral part of this Contract.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:



I. Basic Principles

1. Entrustment of Organisation of the Games The IOC hereby entrusts the planning, organising, financing and staging of the Games to the City and the NOC which undertake to fulfil their obligations in full compliance with the provisions of the Olympic Charter and this Contract, including, without limitation, all documents and commitments referred to in this Contract, all of which, for greater certainty, are hereby incorporated by reference and are deemed to form an integral part of this Contract.

2. Formation of the Organising Committee of the Games The City and the NOC shall, not later than five months following the execution of this Contract, form the OCOG. The OCOG shall be formed as a legal entity under the laws of the Host Country, in a manner which provides for maximum benefit and efficiency with respect to its operations and its rights and obligations under this Contract, including a tax structure which most favourably enables the OCOG to address tax issues on a national and international basis. The City and the NOC shall meaningfully consult with the IOC on all matters relating to the structuring and formation of the OCOG. All agreements and contracting documents relating to the formation, governance and existence of the OCOG shall be submitted to the IOC for its prior written approval. Any subsequent changes thereto shall also be submitted to the IOC for its prior written approval. The OCOG shall include, among the members of its board of directors and executive committee, the IOC member or members in the Host Country, the President and the Secretary General of the NOC, an athlete having competed for the Host Country in a recent edition of the Games of the Olympiad or the Olympic Winter Games and at least one member representing, and designated by, the City.



3. OCOG to be Made a Party to this Contract The City and the NOC hereby undertake, within one month after the OCOG's formation, to cause the OCOG to intervene as a party and adhere to this Contract to the effect that all of the terms and conditions of this Contract relating to the OCOG and all the rights, guarantees, representations, statements, covenants, other commitments and obligations of the OCOG provided for in this Contract shall be legally binding upon the OCOG as if it were an original party hereto, and to forward to the IOC written confirmation thereof. In such regard, the City and the NOC shall require, and shall cause, the OCOG to sign and deliver to the IOC any documents requested by the IOC to effect such intervention and adherence to this Contract by the OCOG.

4. Joint and Several Obligations of the City, the NOC and the OCOG The City, the NOC and the OCOG shall be jointly and severally liable for all guarantees, representations, statements, covenants, other commitments and obligations hereunder, whether entered into individually or collectively, whether concerning the planning, organising and staging of the Games, or otherwise, including all obligations deriving from this Contract, provided that the NOC shall not be jointly responsible for the financial undertakings of the City and the OCOG to finance the planning, organising and staging of the Games, other than as may be expressly set forth in the City's application or candidature file or otherwise as part of any Candidature Undertakings, as defined in Section 7 below. To this effect, the City, the NOC (other than with respect to the aforementioned financial undertakings of the City and the OCOG) and the OCOG shall be jointly and severally responsible in respect of all damages, costs and liabilities of any nature, direct and indirect, which may result from a breach of any provision of this Contract. The IOC may in its sole discretion take legal action against the City, the NOC and/or the OCOG, as the IOC deems fit.

The foregoing shall be without prejudice to the liability of any other party, including without limitation, any Government, national, regional or local authorities that provided financial guarantees during the City's application or candidature to host the Games or otherwise.



**5. Ensuring
Respect of
Commitments
Undertaken by
the Government
and other
Authorities**

The City, the NOC and the OCOG shall ensure that the Government, as well as their regional and local authorities, honour and enforce all commitments undertaken by the Government and such authorities, including all Candidature Undertakings in relation to the Games, including free access into the Host Country for accredited persons on the basis of a passport (or equivalent document) and the Olympic identity and accreditation card referred to in the Olympic Charter, and also including financial and other support, such as the provision of public services, facilities and utilities in relation to the Games. The City, the NOC and the OCOG hereby guarantee that all other cities that are hosting events of the Games, shall fully perform and comply with the terms and conditions of this Contract, and shall carry out their obligations related thereto under the supervision and control of the OCOG. The City, the NOC and the OCOG shall be responsible for, and shall ensure, the full compliance by all such other cities with the terms and conditions of this Contract.

**6. Evolution of
Contents of
Technical
Manuals, Guides
and Other
Directions**

The City, the NOC and the OCOG shall abide by all terms and conditions set forth in the technical manuals, guides and other directions of the IOC. The City, the NOC and the OCOG recognise that, while the contents of the technical manuals, guides and other directions which are contained in this Contract, or incorporated by reference, represent the current position of the IOC on such matters, such material may evolve as a result of technological and other changes (some of which may be beyond the control of the parties to this Contract). The IOC reserves the right to amend such technical manuals, guides and other directions, and to issue new technical manuals, guides and directions. The City, the NOC and the OCOG shall adapt to any such amendments and any such new technical manuals, guides and directions so that the Games will be organised in the best possible manner, as determined by the IOC. However, should any party to this Contract believe that any such amendments or new technical manuals, guides and directions result in material adverse effects on its financial obligations, it shall so inform the IOC in writing within thirty (30) days of the IOC's issuance of any such amendment, technical manual, guide or direction, demonstrating such material adverse effects. The IOC shall then negotiate with the concerned party in an effort to address such alleged material adverse effects in a mutually satisfactory manner. If the IOC and such concerned party are unable to reach a mutually agreeable resolution, the concerned party shall have the right to submit the matter to binding arbitration pursuant to Section 87 below.



7. Guarantees, Representations, Statements and Other Commitments All guarantees, representations, statements, covenants and other commitments contained in the City's application or candidature file as well as all other undertakings executed or commitments made to the IOC, either in writing or orally, in the City's application or candidature file, or by the City's candidature committee ("Candidature Committee"), the City, the Government and/or its national, regional or local authorities or the NOC (collectively, the "Candidature Undertakings") shall survive and be binding upon the City, the NOC and the OCOG, jointly and severally, subject to Section 4 of this Contract, unless agreed otherwise by the IOC in writing. The statements contained in the IOC Evaluation Commission report shall also be binding upon the City, the NOC and the OCOG, jointly and severally.

Nothing contained in a guarantee, representation, statement or other commitment made by the City, the NOC and/or the OCOG in the City's application or candidature file or otherwise as part of any Candidature Undertakings, which is in conflict with this Contract, including pursuant to any of the technical manuals or other documents incorporated by reference herein, or to the Olympic Charter, is binding on the IOC unless any such conflict has been brought to the express attention of the IOC in writing prior to the election of the City and unless the IOC has expressly agreed in writing to accept any such conflict.

8. Prior Agreements of No Effect Unless specifically requested or approved in writing by the IOC, nothing contained herein shall be construed as the IOC's consent to, or approval of, any undertaking or agreement concluded, approved or consented to by any of the City, the NOC, the OCOG, or by the City's Candidature Committee prior to the IOC's execution of this Contract and having any connection whatsoever with the Games, and such undertakings and agreements shall, as regards the application and implementation of this Contract, be null, void and entirely without effect.

The foregoing shall be without prejudice to the Candidature Undertakings referred to in Section 7 above, including without limitation, those made by any Government, national, regional or local authorities that provided guarantees during the City's application or candidature to host the Games or otherwise.



9.
Indemnification and Waiver of Claims Against the IOC

a) **Indemnity by the City, the NOC and the OCOG.** The City, the NOC and the OCOG shall at all times indemnify, defend and hold harmless and exempt the IOC, IOC Television and Marketing Services SA, the OBO, as further detailed in Section 54 (a) below, and their respective officers, members, directors, employees, consultants, agents, attorneys, contractors (e.g. Olympic sponsors, suppliers, licensees (of the IOC, the National Olympic Committees and the Organising Committees of the Olympic Games) and broadcasters) and other representatives (each, an "IOC Indemnitee" and collectively, "IOC Indemnitees"), from all payments and other obligations in respect of any damages, claims, actions, losses, costs, expenses (including outside counsel fees and expenses) and/or liabilities of any nature (including injury to persons or property), direct or indirect, suffered by the IOC (or any IOC Indemnitee), including all costs, loss of revenue, and also damages that the IOC (or any IOC Indemnitee) may have to pay to third parties (including but not limited to Olympic sponsors, suppliers, licensees and broadcasters) (collectively, "Claims") resulting from:

- i) all acts or omissions of the City, the NOC and/or the OCOG and their respective officers, members, directors, employees, consultants, agents, contractors, other representatives, and any other person or entity acting under colour of authority of any of the foregoing, relating to the Games (including in connection with the planning, organising, financing and staging thereof) and/or this Contract;
- ii) any claim in respect of taxes owed or owing as a result of any payment made or to be made by the City, the NOC or the OCOG to the IOC or vice versa; or
- iii) any claim by a third party arising from, or in connection with, a breach by the City, the NOC or the OCOG of any provision of this Contract.

b) **Third Party Claims.** No admission of liability will be made by the IOC for damages to be paid to third parties, in particular arising from claims made by any third party against the IOC pursuant to Section 9 (a) (i) – (iii) above. In such a case, the IOC shall permit the City, the NOC and/or the OCOG to manage the defence of the claim made by such third party against the IOC provided that the City, the NOC and/or the OCOG acknowledge(s) (i) the need for continued participation of the IOC in such a claim and, (ii) that the IOC may decide, at its sole reasonable discretion and without this affecting the City's, the NOC's and/or



the OCOG's obligations hereunder, not to pursue and/or implement the strategy recommended by the City, the NOC and/or the OCOG for such a defence if the IOC considers that such strategy may materially and adversely affect the interests of the IOC.

- c) **Waiver of Claims against the IOC.** Furthermore, the City, the NOC and the OCOG hereby waive any Claims against the IOC and the other IOC Indemnitees, including for all costs resulting from all acts or omissions of the IOC relating to the Games, as well as in the event of any performance, non-performance, violation or termination of this Contract. This indemnification and waiver shall not apply to wilful misconduct or gross negligence by the IOC.
- d) **No relief from Indemnification.** The provision by the IOC of any approval or consent under this Contract shall in no way relieve the City, the NOC and/or the OCOG, as applicable, from third party liability or otherwise derogate from or impair such party's indemnification obligations set forth in this Section 9. The City, the NOC and the OCOG acknowledge and agree that the IOC may call the City, the NOC and/or the OCOG before any court of law where the IOC is sued, irrespective of the arbitration clause provided for in Section 87 of this Contract.

**10. Finance-
Related
Agreements by
the City and/or
the NOC and/or
the OCOG**

All agreements entered into by the City and/or the NOC and/or the OCOG relating to or having any effect upon such party's financial responsibility(ies) with respect to the Games shall be submitted to the IOC for its prior written approval. The NOC's share of the Joint Marketing Programme Revenues, as such term is defined in the Joint Marketing Programme Agreement referred to in paragraph (a) of Section 49 below, shall be consistent with what the NOC would otherwise have been entitled to receive should the Games not have been held in the Host Country. Notwithstanding the foregoing, should the Joint Marketing Programme Revenues projected in the candidature file not be achieved for any reason whatsoever, the NOC agrees that it will only receive an actual revenue share that is proportionate to the actual Joint Marketing Programme Revenues. However, should the Games generate a surplus of Joint Marketing Programme Revenues, the NOC shall share in such surplus as provided for in Section 44 of this Contract.



11. Olympic Identity and Accreditation Card. Working in the Host Country on Olympic-related Business

The Olympic identity and accreditation card is a document which confers on its holder the right to take part in the Games. The OCOG shall produce and deliver such cards to all persons entitled to them, under the direction and to the full satisfaction of the IOC. The Olympic identity and accreditation card allows the holder to enter and remain in the Host Country and perform his Olympic function for the duration of the Games, including a period of at least one (1) month before the Opening Ceremony of the Games and one (1) month after the conclusion of the Games. All matters relating to the Olympic identity and accreditation card, including the categories and related privileges as well as the terms upon which it is issued or withdrawn, are at the sole discretion of the IOC, and the OCOG shall act in accordance with all instructions and guidelines provided by the IOC with respect thereto. Further details regarding the Olympic identity and accreditation card are contained in the **“Accreditation at the Olympic Games – User’s Guide”**.

The Olympic identity and accreditation card shall, *inter alia*, confer on its holder the right to work in the Host Country on Olympic-related business, without the need to obtain a work permit in the Host Country, for a period commencing at least one (1) month before the Opening Ceremony of the Games and ending one (1) month after the conclusion of the Games. For the sake of clarity, the parties agree, and the City and NOC represent and warrant, that all persons holding an Olympic identity and accreditation card shall be exempt from any limitations or restrictions with respect to labour rules (e.g. wage and hour rules) of the Host Country with respect to Olympic-related business carried out by them during this period. Further details are contained in the **“Technical Manual on People Management”**.

12. Entry Formalities for Certain Personnel, Goods and Animals

a) The City, the NOC and the OCOG recognise that, in relation to the planning, organising, financing and staging of the Games (including Pre-Olympic Test Events, as defined in Section 33 (e) below), it will be necessary to arrange for:

- i) the temporary entry, before, during and after the Games, of certain personnel (in addition to those persons in possession of the Olympic identity and accreditation card referred to in Section 11 above) into the Host Country, in particular, without limitation, representatives, employees or other persons acting on behalf of the IOC, IOC Television and Marketing Services SA, the Olympic Museum, the official provider of timing and scoring services and its sub-contractors (the **“Official Timekeeper”**), the OBO (as further detailed



under Section 54 (a) below), the rights holding broadcasters, the IFs, the delegations of the participating National Olympic Committees, the media and the Olympic sponsors/suppliers/licensees ;and

ii) the importation of animals (e.g. horses, guide dogs), equipment (e.g. competition firearms) and supplies (e.g. medical supplies) for the purposes of the Games, including in relation to the broadcast of the Games, and for use by the IOC, IOC Television and Marketing Services SA, the Olympic Museum, the Official Timekeeper, the OBO (as further detailed under Section 54 (a) below), the rights holding broadcasters, the IFs, the delegations of the participating National Olympic Committees, the media and the Olympic sponsors/suppliers/licensees, as well as other items for Games-related activities.

b) The OCOG shall cause the Government and its appropriate national, regional and local authorities to take all necessary steps to ensure the result in Section 12 (a) above, including the creation of a dedicated migration and customs bureau, or an equivalent structure, in charge of coordinating and providing guidance on matters related to immigration of personnel and importation of goods and animals.

c) Without limiting the generality of paragraphs (a) and (b) above, the OCOG shall ensure in particular:

i) that all above-noted organisations and personnel who may be carrying out work in relation to the Games, including the broadcast of the Games are able to obtain all appropriate and necessary work permits, in an expedited and simplified manner for a period of time beginning not later than one (1) year before the Games and running until at least one (1) year after the Games, in each case, without any duties, customs, taxes or similar charges being payable in the Host Country; and

ii) that for a period of time beginning not later than four years before the Games and running until at least one year after the Games, all above-noted animals, equipment, supplies and other items can enter the Host Country for such purposes, in each case without any duties, customs, taxes or similar charges being payable in the Host Country, provided that such animals, equipment, supplies and other items are either consumed in the Host Country, disposed



of (other than by sale) or exported within a reasonable time following the conclusion of the Games.

The City, the NOC and the OCOG acknowledge and agree that the period mentioned under sub-paragraph i) above shall be extended upon IOC's written request based on specific operational needs of certain organisations and personnel.

- d) The City, the NOC and the OCOG represent and warrant, and will cause the Government to ensure, that the presence of the above-noted personnel (including the personnel of the OBO) in the Host Country for the purposes of the Games shall not be deemed to create a permanent establishment under the laws of the Host Country and that the IOC, IOC Television and Marketing Services SA, the Olympic Museum, the Official Timekeeper, the OBO, the rights holding broadcasters and the Olympic sponsors/suppliers/licensees shall be exempt from any requirement to create a permanent establishment or establish any type of local entity in the Host Country.
- e) The OCOG shall submit to the IOC, for its prior written approval, the arrangements it has made to this effect with the appropriate authorities in the Host Country, not later than six months before such arrangements are due to become effective.

13. Benefits and Rights Provided to the OCOG and the NOC

In consideration of the City, the NOC and the OCOG fully performing and complying with all their obligations contemplated in this Contract, including complying with the timelines and milestones as referred to in the master schedule of the Games, and in order to assist the City, the NOC and the OCOG to plan, organise, finance and stage the Games on their own behalf as contemplated in this Contract, the IOC hereby agrees that, subject to the terms and conditions of this Contract, the following benefits and rights shall be provided as and when set forth in this Contract:

- i) the right for the OCOG to retain the cash consideration and the value-in-kind or other forms of consideration (e.g. goods and services) of all gross revenues derived from all contracts pertaining to the joint marketing programme or the marketing plan (referred to in Paragraphs (a) and (b) of Section 49 of this Contract, respectively) or containing any element of commercial exploitation of the emblem, mascot(s) or designations of the



Games or relating to the Games in any way, subject to the payment obligations to, and entitlements of, the IOC as provided in paragraph (d) of Section 49 of this Contract;

- ii) the right for the OCOG to retain the gross revenues generated from all forms of ticket sales pertaining to the Games, subject to the payment obligations to, and entitlements of, the IOC as provided in paragraph (d) of Section 49 of this Contract;
- iii) the right for the OCOG to retain a share of the proceeds from Olympic coin and banknote programmes as shall be determined as set forth in paragraphs (f) and (h) of Section 49 of this Contract;
- iv) the right for the OCOG to retain a share of the proceeds from the Olympic stamp programme of the Host Country as shall be determined as set forth in paragraphs (g) and (h) of Section 49 of this Contract;
- v) the right for the OCOG to retain a share of the net revenues from the International Programme referred to and further set forth in paragraph (e) of Section 49 of this Contract. Such share shall be determined by the IOC, at its sole discretion and shall be subject to paragraph (a) of Section 51 of this Contract, and
- vi) the right for the OCOG and the NOC to retain eighty percent (80%) of any surplus resulting from the celebration of the Games, such surplus amount to be calculated and divided among the OCOG and the NOC as provided in Section 44 of this Contract.

No benefits or other rights of any kind contemplated in this Section 13 may be construed as an assignment or transfer of rights from the IOC to the OCOG.

Unless otherwise stated in this Contract, all rights and benefits contemplated herein shall expire on 31st December 2020.

All rights and benefits not expressly granted by the IOC to the City, the NOC and the OCOG are hereby reserved by and to the IOC.



14. IOC Discretionary Contribution Without prejudice to the rights and benefits contemplated in Section 13 of this Contract, the IOC may, at its sole discretion, grant a financial contribution (the "IOC Contribution") to the OCOG subject to the following limitations and conditions:

- i) the IOC shall be under no binding obligation of any kind towards the OCOG or any third party to grant any IOC Contribution. The IOC will be entirely free to decide, at its sole discretion, and based upon criteria and factors entirely of its own selection and determination, whether or not to grant any such IOC Contribution. Without limiting the generality of the foregoing, the IOC hereby indicates, without any obligation of any kind, that such IOC Contribution is subject to various criteria, including (a) the successful conclusion of the Games and the IOC's receipt of all required financial, audit and other reports and information, (b) the successful planning, organising, financing and staging of the Games to the full satisfaction of the IOC, (c) the full performance and compliance with all obligations under this Contract by the City, the NOC and the OCOG, (d) the IOC receiving the full extent of the broadcast revenues anticipated in relation to the Games and (e) other factors, as determined by the IOC in its sole discretion and;
- ii) if the IOC decides to grant an IOC Contribution, it shall determine, at its sole discretion, the timing and amount of any such IOC Contribution as well as any terms or conditions related to such IOC Contribution or to its payment. In particular, any payment of the IOC Contribution made by the IOC prior to the conclusion of the Games shall be considered as an advance in payment and the IOC shall require the OCOG to provide a guarantee (in the form of a stand-by letter of credit or some other form of security acceptable to the IOC), which may be linked to the criteria referred to in paragraph i) above.

15. Responsibility for the Organisation of an IOC Session and Other Meetings The City, the NOC and the OCOG shall be responsible for organising various IOC meetings in the period leading up to, and during the Games, including the IOC Session. Upon the occasion of all meetings convened at the request of the IOC from the time of signature of this Contract until at least three days after the Closing Ceremony of the Games, the City and the OCOG shall abide by the "Technical Manual on Olympic Family and Dignitary Services".



II. Principles of Planning, Organising and Staging

16. Games Planning, Organising and Staging The City, the NOC and the OCOG shall be responsible for, and shall ensure, the successful planning, organising, financing and staging of the Games, subject to Section 4 above. As soon as possible, but in any event not later than 18 months after the creation of the OCOG, the OCOG shall submit a general organisation plan of the OCOG and of the Games to the IOC for its approval. Thereafter, all changes to such general organisational plan shall be subject to the prior approval of the IOC. The OCOG shall provide to the IOC, at the OCOG's expense, on a regular basis, as requested by the IOC, updates, details and deliverables regarding the OCOG's general planning, organising, financing and staging process(es). Further details regarding the planning, coordination and management of the Games are contained in the "Technical Manual on Games Management".

17. Validity of Agreements The City, the NOC and the OCOG hereby agree to and confirm the following:

- that the legal validity and effectiveness of all the agreements entered into by them, directly or indirectly concerning the Games or the IOC's moral, material, intellectual property and other rights, are subject to the prior written approval of the IOC; and
- that, without limiting the foregoing, based upon standard form agreements to be provided to the OCOG by the IOC (e.g. with respect to sponsorship, suppliership, licensing, ticket agents, Official Film), the OCOG shall establish and submit to the IOC for its prior written approval, standard form agreements to be executed between the OCOG and third parties and ensure that all agreements that it enters into with third parties comply therewith. Any changes to the OCOG's standard form agreements approved by the IOC must be submitted, in marked-up form, to the IOC for its prior written approval.

The IOC will consult with the OCOG, upon the latter's reasonable request, to agree upon areas in which the IOC may be prepared to establish and implement operational procedures for their mutual convenience, including types of agreements with respect to which the IOC may agree to waive its rights of approval.



**18. Promoting
Olympism and
the Games,
Olympic Truce
and Peace**

- a) Promoting Olympism and the Games: The City, the NOC and the OCOG shall promote the fundamental principles and values of Olympism, the development of the Olympic Movement as well as the sporting merits of the great international festival of youth constituted by the Games, including, without limitation, their social, educational, aesthetic and moral aspects as approved by the IOC.
- b) Olympic Truce and Peace: In conformity with the Fundamental Principles of the Olympic Charter, the OCOG shall carry out various activities during the period leading up to and throughout the Games in connection with the promotion of peace and human understanding through sport, and in particular of the Olympic Truce. The OCOG shall submit to the IOC not later than four years before the Games, for its prior written approval, the detailed programme of these activities.

**19. No
Inconsistent
Commitments
or Activities**

With respect to the provisions of the Olympic Charter and the terms of this Contract, and without limiting the general nature of the Covenant given by the Government to respect all obligations set out in the Olympic Charter and the present Contract, the City, the NOC and the OCOG hereby confirm in particular:

- a) that no major public or private event, conference, or other meeting which could have an impact on the successful planning, organising, financing and staging of the Games or their public and media exposure, shall take place in the City itself, or its neighbourhood or in the other competition sites, during the Games or during the preceding or following week, without the prior written approval of the IOC;
- b) that the City shall not use the Games to serve any purpose other than the interests of the Olympic Movement;
- c) that no agreements shall be entered into, having any connection with the Games, between the OCOG and any national, regional or local organisation (whether governmental or non-governmental), without the prior written approval of the IOC;
- d) that no negotiations shall take place nor agreements be entered into, having any connection with the Games, between the OCOG and any international or supranational organisation (whether governmental or non-governmental), or foreign state, without the prior written approval of the IOC; and



- e) that no invitations or accreditations shall be issued, having any connection with the Games, to any foreign governmental or political personalities without the prior written approval of the IOC.

20. Travel, Transport

- a) **Travel:** The payment of the support travel grants, based on standard economy class return fare, of the team delegations of the National Olympic Committees (i.e. duly qualified and accredited athletes and accredited team officials and other team personnel entitled to stay in the Olympic Village), to the City from the capital city or main airport designated by each National Olympic Committee, by direct route, shall be borne by the OCOG (i.e. support travel grants). The OCOG shall abide by the procedures and deadlines determined by the IOC with respect to such payments. Further details are contained in the "**Technical Manual on NOC Services**".

The payment of the support travel grants, based on standard economy class return fare, of the international judges, referees and other technical officials, including the persons on the juries of appeal of the respective IFs, within the total number determined by the IOC upon proposal of the IF concerned, to the City from their countries of residence, shall be borne by the OCOG. The OCOG shall also pay the travel costs, within the Host Country, of the national judges, referees and other technical officials.

- b) **Transport:** The OCOG shall provide a safe, reliable and efficient system of transport, within the Host Country, free of charge, for the following accredited persons: athletes, team officials and other team personnel, technical officials, media, rights holding broadcasters, Olympic sponsors/suppliers/licensees, Games-related workforce and other persons, as designated by the IOC, in accordance with the transport terms, conditions and privileges referred to in the "**Technical Manual on Transport**" and the "**Technical Manual on Arrivals & Departures**". All aspects of transport shall be subject to the prior written approval of the IOC.

In addition, the OCOG shall abide by the transport privileges set forth in the "**Accreditation at the Olympic Games – User's Guide**".



21. Sustainable Development, Environmental Protection The City, the NOC and the OCOG undertake to carry out their obligations and activities under this Contract in a manner which embraces the concept of sustainable development, and which serves to promote the protection of the environment. In particular, the concept of sustainable development shall address the legacy of the Games, including the concerns for post-Olympic use of venues and other facilities and infrastructures, referred to in Section 28 below.

22. Look of the Games The OCOG shall develop a comprehensive "Look of the Games" programme (i.e. one consistent and cohesive visual presentation of the Games in venues and in the host city and other cities hosting events of the Games), whereby, no later than from the official date on which the Olympic Village(s) is (are) required by the IOC to be open, until the conclusion of the Games, all venues gateway ports, and main thoroughfares throughout the host city and other cities hosting events of the Games will be decorated with the Olympic Symbol and other Olympic-related terminology and images. The OCOG shall submit its "Look of the Games" concept and strategy to the IOC, for approval in alignment with the Games Master Schedule . The OCOG and the City shall implement and shall ensure compliance with the "Look of the Games" programme in the host city and in other cities that are hosting events of the Games. Within twelve months of signature of this Contract, the City in conjunction with the OCOG will submit to the IOC, for approval, a City branding strategy to ensure that the City is visibly identified as the host city of the Games. Further details regarding the "Look of the Games" are contained in the **"Technical Manual on Brand, Identity and Look of the Games"**.

23. Security The Government and other appropriate national, regional and local authorities of the Host Country shall be responsible for all aspects of security in relation to the Games, including the financial, planning and operational aspects related thereto. The City, the NOC and the OCOG shall ensure and shall cause the Government and the aforementioned authorities to ensure that all appropriate and necessary measures shall be taken in order to guarantee the safe and peaceful celebration of the Games. They shall also report to the IOC on security matters, on a regular basis or as otherwise requested by the IOC, including responding in a timely manner to any specific questions raised by the IOC.



24. Health Services, Doping Controls, Ensuring Government Cooperation and Support Relating to Anti-Doping Matters

- a) **Health Services:** The City, the NOC and the OCOG, acting through the appropriate authorities in the City and the Host Country, shall be responsible for all aspects of medical/health services related to the Games. The City, the NOC and the OCOG shall be responsible for ensuring the implementation of all necessary and appropriate medical/health service measures, including repatriation, in accordance with all instructions from the IOC. Medical services shall be provided free of charge to some categories of accredited persons as designated by the IOC (which may include, without limitation, athletes, team officials and other team personnel, technical officials, media, rights holding broadcasters, Olympic sponsors/suppliers/licensees as well as representatives and staff of the IOC, the IFs and the National Olympic Committees) for all medical conditions occurring during their stay in the Host Country for the Games. The extent and level of such services shall be subject to the prior written approval of the IOC. Further details regarding medical/health services are contained in the "**Technical Manual on Medical Services**" and in the "**Technical Manual on Finance**".
- b) **Doping Controls:** The OCOG, at its expense, shall put into place and carry out doping controls, under the authority of the IOC, in accordance with the instructions received from the IOC and the provisions of the World Anti-Doping Code and the IOC Anti-Doping Rules that will be applied by the IOC at the time of the Games. The laboratory duly accredited by the World Anti-Doping Agency, used during the Games, shall be situated in (or in close proximity to) the City. Further details regarding doping controls are contained in the "**Technical Manual on Medical Services**".
- c) **Ensuring Government Cooperation and Support Relating to Anti-Doping Matters:** The City, the NOC and the OCOG shall ensure that the Government, upon request of the IOC, shall provide its full cooperation and support for the implementation of the IOC Anti-Doping Rules applicable to the Games. Such cooperation and support shall, *inter alia*, relate to investigations and procedures regarding athletes, athletes' support personnel or any other person(s) involved in trafficking, or in assisting in any way in relation to the use of prohibited substances or prohibited methods.



**25. OCOG
Progress
Reports**

The OCOG shall promptly provide oral and written reports in English and French in the form and substance determined by the IOC on the progress of the preparation of the Games, including financial information and other details regarding the planning, organising, financing and staging of the Games as well as information on the legacy of the Games, whenever the IOC requests it to do so. Decisions taken by the IOC following such reports shall be acted upon immediately by the OCOG. Further details regarding the OCOG progress reporting are contained in the **"Technical Manual on Games Management"**.

**26.
Coordination
Commission**

The IOC President shall establish, at the IOC's expense, a Coordination Commission to manage and implement the working relationship between, on the one hand, the OCOG and the Government and its national, regional and local authorities and, on the other hand, the IOC, the IFs and the National Olympic Committees. Such Coordination Commission, which will include representatives of the IOC, the IFs, the National Olympic Committees, Organising Committees for Olympic Games prior to the Games, the IOC Athletes' Commission and the International Paralympic Committee as well as experts designated or approved by the IOC, will monitor on behalf of the IOC, the decisions, activities and progress of the planning, organising, financing and staging of the Games, provide assistance to the OCOG and the public authorities, and exercise any additional authority conferred upon it by the IOC. The Coordination Commission shall meet with the OCOG and the public authorities on a regular basis and, in the case of any matter that cannot be resolved by the Coordination Commission or in respect of which any party refuses to act in accordance with the Coordination Commission's recommendations, the IOC shall make the final decision. The monitoring of the planning, organising, financing and staging of the Games by the Coordination Commission shall in no way limit the obligations, or reduce the responsibility(ies) of the OCOG and the public authorities under this Contract, nor shall any such monitoring limit the liability of the OCOG and the public authorities for the consequences of, or damages arising from, any of their decisions and/or activities. The Coordination Commission shall be independent from the OCOG. The travel and accommodation costs of the Coordination Commission members' attendance at such meetings shall be borne by the IOC. Further details regarding the role and format of the Coordination Commission, as well as the OCOG's and public authorities' progress reporting to the Coordination Commission, are contained in the **"Technical Manual on Games Management"**.



**27. Games
Information and
Knowledge
Management**

- a) **Legacy of the Games:** "Games Knowledge" (as commonly defined and understood by the IOC) represents a part of the legacy of the Games and the Olympic Movement, which the OCOG shall provide free of charge to the IOC for the benefit of future Organising Committees of the Olympic Games and the Olympic Movement in general. Such content represents a contribution to the successful continuity of the Olympic Games, as well as the dissemination of the Olympic values and ideals for future generations. As part of its overall Games planning and legacy planning, the OCOG is responsible to establish a legacy plan for the long-term preservation of the Games Knowledge following the dissolution of the OCOG, as outlined in the "**Technical Manual on Information and Knowledge Management**".
- b) The IOC shall share with the OCOG the information, knowledge and expertise, which it has acquired over the years, to assist the OCOG in relation to the Games organisation during the entire lifecycle of the planning, organising, financing and staging of the Games. In particular, the IOC shall make available to the OCOG, in a format(s) to be determined by the IOC, relevant information acquired from other Organising Committees of Olympic Games regarding the various aspects of the planning, organising, financing and staging of the Games. The OCOG will also be entitled to participate in and benefit from the Olympic Games Knowledge Management Programme (OGKM) and its initiatives, as outlined in the "**Technical Manual on Games Management**" and "**Technical Manual on Information and Knowledge Management**".
- c) Similarly, the OCOG and the City shall share, and shall ensure that other relevant public authorities and third party service providers and sponsors with key operational roles in the planning, organising, financing or staging of the Games share, free of charge and as reasonably requested at any time by the IOC, their information, knowledge and expertise in relation to the planning, organising, financing and staging of the Games with the IOC and other persons as designated by the IOC, including representatives of Organising Committees for Olympic Games subsequent to the Games. Further details regarding the obligations and processes of Games information and knowledge management are contained in the "**Technical Manual on Games Management**" and "**Technical Manual on Information and Knowledge Management**". It is understood and agreed that the terms "information, knowledge and expertise" shall include, without limitation, all data, documentation, material, objects, systems, websites, software source codes, without limitation of their format, storage medium or their explicit or implicit nature.



- d) With respect to the content included as part of the “information, knowledge and expertise”, the OCOG shall obtain the necessary rights so that the IOC may exploit or authorise third parties to exploit such content including after the Games. For avoidance of doubt, all data and all rights therein and thereto are the exclusive property of the IOC and in perpetuity. The OCOG shall not provide such content to third parties without the express prior written approval of the IOC. All such information, documents and materials shall be provided to the IOC in a format(s) determined by the IOC and as described in further detail in paragraph (f) of Section 43 below.
- e) From the date of its formation, the OCOG shall maintain a management unit which coordinates all matters of information and knowledge management and respective processes. The OCOG shall ensure at all times that all information relating to the Games are safely kept and managed, and that the IOC shall have free access to it. The OCOG will deliver to the IOC, in a format(s) and timeline determined by the IOC, the necessary archives including, but not limited to, documents, publications, software, technology solutions, objects, Official Film, and video and photo archives. Further details regarding OCOG responsibilities in this area are contained in the **“Technical Manual on Games Management”**, **“Technical Manual on Communications”** and **“Technical Manual on Information and Knowledge Management”**.



28. Information Legacy of the Games, OCOG Reports and Responsibilities to the IOC upon Conclusion of the Games

- a) Upon the conclusion of the Games, the OCOG shall produce and distribute various reports and publications, including the official report on the celebration and staging of the Games referred to in the Olympic Charter, in accordance with the directions given by the IOC. Further details regarding the OCOG reports and responsibilities are contained in the "**Technical Manual on Information and Knowledge Management**" and the "**Technical Manual on Olympic Games Impact**".
- b) Prior to completion of the liquidation of the OCOG in accordance with the provisions of the Olympic Charter, the OCOG shall have (i) satisfied all of its financial obligations hereunder, (ii) prepared and delivered all reports and other information evidencing such satisfaction and otherwise required under this Contract, and (iii) prepared and submitted to the IOC a final report (the required form and substance of which will be determined by the IOC), in English and French, on its operations in relation to such liquidation, including audited financial statements.



III. Organisation of Accommodation

29. Olympic Village(s)

An Olympic village(s), and other appropriate accommodations, services and facilities as referred to in the Olympic Charter, reserved for the athletes, team officials and other team personnel, shall be provided by the OCOG in accordance with the terms and conditions contained in the "**Technical Manual on Olympic Village**" and the "**Technical Manual on Accommodation**". In furtherance of the foregoing, the OCOG acknowledges and agrees that:

- a) It is not possible at this time to specify the maximum number of such athletes, team officials and other team personnel to be accommodated in the Olympic Village(s) and other appropriate accommodations. This number shall be provided in 2017, after the approval by the IOC Executive Board of the final list of events and quotas. At the present time, and for initial planning purposes only, however, the OCOG shall undertake and should be prepared to provide accommodation for at least 16'000 persons.
- b) The Olympic Village(s) and other appropriate accommodations shall be made available, by the OCOG, at the OCOG's sole cost and expense, with all necessary services, for a period determined by the IOC in its sole discretion.
- c) Room and board at the Olympic Village(s) and other appropriate accommodations, during the period that it is made available, shall be provided free of charge by the OCOG to the duly qualified and accredited athletes and team officials, as determined by the IOC in its sole discretion.
- d) In addition to the accommodations provided pursuant to Section 29 (a), the OCOG shall provide for supplementary accommodation for accredited team officials and other team personnel not residing in the Olympic Village(s). The costs of such accommodation shall be covered by the respective National Olympic Committees. It is not possible at this time to specify the maximum number of such team officials and other team personnel to be accommodated in such supplementary accommodations. A formal estimate shall be provided upon completion of the Games of the XXXI Olympiad in Rio de Janeiro in the year 2016. At the present time, and for initial planning purposes only, however, the OCOG shall undertake and should be prepared to provide at least 650 rooms (double occupancy) or 1,300 beds.



30. Media Accommodation The OCOG shall be responsible for ensuring, and shall ensure, that there are sufficient and adequate accommodations available for all accredited media, and shall cause such accommodations to be provided, at the expense of such accredited media, as set forth in the "Technical Manual on Media", and the "Technical Manual on Accommodation".

31. Accommodation for Accredited Persons The OCOG shall be responsible for providing, and shall provide, sufficient and adequate accommodations for all other accredited persons, including the rights holding broadcasters and Olympic sponsors, as indicated in the "Accreditation at the Olympic Games - User's Guide", and as set forth in the "Technical Manual on Accommodation".

The allocation of hotels or other types of accommodation to such accredited persons is subject to the prior written approval of the IOC in accordance with the master schedule of the Games.

32. General Price Control Where there are no specific prices established pursuant to this Contract, by the IOC or by any other arrangement approved by the IOC, such as for newly planned and built hotels, the highest prices charged for hotel rooms, conference rooms, media village(s) rooms and related services for accredited persons attending the Games, shall not exceed the rates of hotels and rooms contained in the City's application or candidature file for comparable quality and location and services. Where there are specific rates contained in the City's application or candidature file, should these rates increase, the OCOG shall be financially responsible to pay such increase.

The City, the NOC and the OCOG shall ensure that reasonable prices are charged to non-accredited persons attending the Games for hotel rooms in and around the City, and in and around other cities that are hosting events of the Games, upon the occasion of the Games.



IV. Organisation of Sports Programme

33. Sports Programme, Dates for Holding the Games

- a) The IOC has informed the City and the NOC that the programme of the Games of the XXXI Olympiad in Rio de Janeiro in the year 2016 (sports, disciplines and events) will form the essential basis of the programme for the Games. The final programme of sports will be communicated to the City and the NOC shortly after the end of the 125th Session in Buenos Aires. The final programme of disciplines and events and the quotas shall be communicated by the IOC to the OCOG approximately three years before the scheduled commencement of the Games.
- b) The session-by-session competition schedule shall be submitted by the OCOG to the IOC for its prior written approval not later than two years before the Games.
- c) The final dates for the holding of the Games, including the number of days of competition and the scheduling of the Opening and Closing Ceremonies, shall be decided by the IOC in consultation with the OCOG.
- d) Notwithstanding any provision to the contrary contained in the present Contract, the IOC reserves the right to make changes to sports, disciplines and events, at any time, in accordance with the Olympic Charter and as the IOC may consider to be in the best interests of the Games in its sole discretion. Subject to Section 6 above, the OCOG shall bear all the costs related thereto, including the addition and/or deletion of sports, disciplines and events in the Olympic programme for the Games.
- e) Prior to the Opening Ceremony of the Games, the OCOG shall organise and hold athletic competitions for each sport and discipline included in the programme for the Games at the installations and facilities intended for use during the Games, in order to test the venues and operations ("Pre-Olympic Test Events"). The OCOG shall submit the proposed schedule of Pre-Olympic Test Events to the IOC for its prior written approval not later than two years before the scheduled commencement of the Games. The OCOG shall arrange for the temporary entry of certain personnel into the Host Country and for the importation of equipment, supplies and other items for purposes of such Pre-Olympic Test Events. The OCOG shall ensure that such personnel obtain all appropriate and necessary work



permits, in an expedited and simplified manner, and that all such equipment, supplies and other items can enter the Host Country for purposes of the Pre-Olympic Test Events, in each case without any duties, customs, taxes or similar charges being payable in the Host Country.

For purposes of clarification, except as expressly authorised to the contrary in writing by the IOC, the OCOG shall not grant, nor cause to be granted, any sponsorship, promotional or advertising rights relating to Pre-Olympic Events to any third parties other than Olympic sponsors.

34. Technical Standards for Each Sport

The City, the NOC and the OCOG shall respect and adhere to the technical standards for each sport, including the provision of adequate and properly equipped sports competition venues and training venues commensurate with Olympic-level competition and the number of athletes expected to participate in the Games, as proposed by the relevant IF and as may be approved by the IOC. Further details regarding this matter are contained in the **“Technical Manual on Sport”** and the **“Technical Manual on Design Standards for Competition Venues”**.

35. Olympic Venues

The capacity, contents, location, structure (permanent/temporary) and construction schedule of the Olympic venues (e.g. competition venues, Olympic village(s), IBC/MPC and ceremony venues proposed by the City and the NOC in their application to host the Games may not be modified without the prior written approval of the IOC. In the event of modifications with regard to competition venues, the relevant IF must also be consulted. Further information is contained in the **“Technical Manual on Venues”** and the **“Technical Manual on Design Standards for Competition Venues”**.



V. Organisation of Cultural Programme and City Activities

36. Cultural Programme and City Activities

The OCOG must organise and present a programme of artistic, musical, folkloric and other cultural events which shall serve to promote harmonious relations, mutual understanding and friendship among the participants and other persons attending the Games ("Cultural Programme"). The OCOG's plan for such Cultural Programme shall be submitted to the IOC for its prior written approval not later than two (2) years before the scheduled commencement of the Games. The Cultural Programme shall cover at least the entire period during which the Olympic Village is open. The Cultural Programme shall also include the IOC's own programme of exhibitions, at the request and discretion of the IOC. The OCOG shall reserve sufficient and adequate seating at the events of the Cultural Programme taking place in the City, and in and around other cities that are hosting events of the Games, and shall provide such seating, free of charge, for the IOC client group as defined in the "**Technical Manual on Accommodation**".

The OCOG shall also submit to the IOC, for its prior written approval not later than two (2) years before the scheduled commencement of the Games, the programme of all activities, which will take place in the City or the Host Country upon the occasion of the Games ("City Activities"). This shall include the OCOG's arrangement for location(s) in the City where celebrations, entertainment, Public Viewing Events (as defined below) and similar activities shall take place in relation to the Games. Further details are contained in the "**Technical Manual on City Activities and Live Sites**".

The OCOG shall ensure that sponsorship, promotional, advertising and broadcasting rights relating to the Cultural Programme and City Activities are granted to Olympic sponsors and rights holding broadcasters, to the exclusion of any third parties.

Without limiting the generality of the foregoing, if the OCOG or the City wishes to organise and stage any Public Viewing Events in the City, the OCOG shall, subject to the prior approval of the IOC, make exclusive arrangements with the broadcast rights holder for the Games in the Host Country (the "**Host Country Broadcaster**") to utilise such Host Country Broadcaster's unaltered television signals of the Games (including,



without limitation, all advertising contained therein) for such Public Viewing Events. The City, the NOC and the OCOG acknowledge and agree that the IOC, the Host Country Broadcaster, Olympic sponsors and other members of the Olympic Family may also be entitled to organise Public Viewing Events in the Host Country (including, without limitation, the City) during the Period of the Games.

For purposes of clarification, except as expressly authorised to the contrary in writing by the IOC, the OCOG shall not grant, nor cause to be granted, any sponsorship, promotional or advertising rights relating to the Public Viewing Events to any third parties other than Olympic sponsors.

For purposes of this Section 36, a "**Public Viewing Event**" shall mean any event, whether organised, subject to the prior approval of the IOC, by the OCOG or the City, at which the Games are broadcast and exhibited (including by means of theatrical media or closed circuit television) in spaces which are open to the general public and for which the organisers may charge an admission fee to such event.



VI. Ceremonies, Olympic Flame and Torch Relay, Medals and Diplomas

37. Scenarios for Ceremonies Not later than 18 months before the Games, the OCOG shall submit the scenarios and detailed programme for all ceremonies, including the Opening Ceremony of the IOC Session upon the occasion of the Games, the National Olympic Committees' teams welcome ceremonies at the Olympic Village, the Opening and Closing Ceremonies of the Games and the Victory Ceremonies, including medals and diplomas, to the IOC for its prior written approval. Thereafter, any proposed changes shall be re-submitted to the IOC for its prior written approval. The OCOG shall inform the IOC, as early as possible, as to when the ceremonies, in particular the Opening and Closing Ceremonies of the Games, can be previewed in their substantive entirety. The OCOG shall provide access to all representatives designated by the IOC to preview such ceremonies in their substantive entirety, no later than one month before the Opening Ceremony of the Games, including access backstage, in order that such representatives can ensure that the ceremonies are in conformity with the terms and conditions of this Contract and the written plan for such ceremonies approved by the IOC. Further details regarding the ceremonies are contained in the "**Technical Manual on Ceremonies**".

For purposes of clarification, except as expressly authorised to the contrary in writing by the IOC, the OCOG shall not grant, nor cause to be granted, any sponsorship, promotional or advertising rights relating to the programme for all ceremonies to any third parties other than Olympic sponsors.



38. Olympic Flame and Torch Relay The OCOG shall organise a torch relay, which shall not extend beyond the Host Country. The IOC holds all rights relating to the use of the Olympic flame, Olympic torches and the torch relay. As a consequence, all matters relating to the Olympic flame and the torch relay programme, including the theme of the Olympic torch relay, the proposed sponsors of the torch relay, if any, the design of the torches, the numbers produced and the distribution thereof, the lighting of the Olympic flame, all aspects relating to the torch relay, including the route, duration, number of runners and the provision of equipment and, more generally, any animation or other programme created and/or put into place by or for the OCOG related thereto shall be submitted to the IOC for its prior written approval. Notwithstanding the foregoing, the IOC reserves the right to make changes at any time to certain aspects relating to the Olympic Flame and torch relay in its sole discretion as the IOC may consider to be in the best interests of the Games. It is the responsibility of the City, the NOC and the OCOG to adapt to such changes at their cost. It is understood and agreed by the OCOG that there shall be only one torch relay programme relating to the Games. The OCOG shall provide to the IOC, prior to the Opening Ceremony of the Games, at the OCOG's expense, forty (40) Olympic torches. Further details regarding the ceremonies are contained in the "**Technical Manual on Olympic Torch Relay**".

For purposes of clarification, except as expressly authorised to the contrary in writing by the IOC, the OCOG shall not grant, nor cause to be granted, any sponsorship, promotional or advertising rights relating to the torch relay to any third parties other than Olympic sponsors.

39. Performances and Rights in the Ceremonies The OCOG shall ensure that appropriate contractual instruments or other documentation are executed with all performers at the ceremonies and the torch relay referred to in Sections 37 and 38 above, and the OCOG shall obtain all rights and clearances (including, without limitation, with respect to recorded music, live music, musical compositions, audiovisual and other content of all such ceremonies and torch relay) and shall make such payments, in connection therewith, in each case for public performance at the venues, as well as more fully set forth in Section 53 (b) of this Contract.



40. Medals and Diplomas All medals, including Olympic winners' medals and commemorative medals, and all diplomas, shall be produced and distributed under the strict supervision, and subject to the prior written approval of the IOC. The Olympic winners' medals shall be distributed by the OCOG solely to athletes placing in the top three during the Games time. The diplomas awarded to the athletes placing in the top eight shall include the names of such athletes and the sports, disciplines and events for which they were awarded. Without limiting the generality of the foregoing, the number of Olympic winners' medals struck shall be subject to the prior written approval of the IOC, and the OCOG shall furnish to the IOC a certificate confirming the exact number of such medals that have been struck. All the moulds of the Olympic and commemorative medals and all undistributed medals and diplomas shall be delivered and assigned, without reservation or encumbrance by the OCOG to the IOC, at no cost, upon the conclusion of the Games. The OCOG shall provide to the IOC, at the OCOG's expense, a minimum of twenty-five (25) sets of the Olympic winners' medals (i.e. a total of 75 medals - 25 gold, 25 silver and 25 bronze). Subsequent to the Games, the OCOG shall provide to the IOC an inventory detailing the distribution of all Olympic winners' medals. A set (or sets) of the Olympic winners' medals may be kept by the City and/or the NOC for museum exhibition and/or archival purposes, subject to the prior written consent of the IOC. Further details are contained in the "IOC Protocol Guide".



VII. Intellectual Property-related Matters

41. Exclusive Rights of IOC in the Games; Conveyance of Rights upon Conditions

- a) **Exclusive Rights of the IOC:** The City, the NOC and the OCOG acknowledge and agree, without limiting any provision of the Olympic Charter, that the Games and all right, title and interest of every kind and nature relating thereto are the exclusive property of the IOC throughout the world and in perpetuity, and that the IOC owns all rights and data relating to the Games, including without limitation, (i) all intellectual property rights therein and thereto (and all renewals, reversions and extensions thereof) and all goodwill associated therewith, and (ii) all other rights of every kind and nature relating to the Games and their planning, organising, financing, staging, exploitation, broadcasting, recording, representation, marketing, reproduction, access and dissemination by any means or mechanism whatsoever, whether now existing or developed in the future, throughout the world in perpetuity. The City, the NOC and the OCOG shall ensure that appropriate legislation and other protection satisfactory to the IOC are put in place in the Host Country in order to protect these rights on behalf and for the benefit of the IOC, including protection against ambush marketing activities.
- b) **Conveyance of Rights upon Conditions:** The IOC may, in its sole discretion, assign, license or otherwise convey, on an exclusive or non-exclusive basis, all or any part of the rights referred to in Section 41 (a) above, or the benefit that the IOC derives from such rights, to the OCOG, including, without limitation, the right of the OCOG to create and exploit an official emblem, mascot(s), posters and any artistic, orthographic or visual representations or designations including an Official Film (as defined in Section 56 below), and all other copyright, design and trademark rights relating to the Games. Any such conveyance of rights or benefits to the OCOG shall be conditional at all times upon the OCOG's full compliance with all the terms and condition of this Contract and the IOC's satisfaction with respect to the protection of the IOC's proprietary rights.
- c) **Assignment of Rights to the IOC:** The City, the NOC and the OCOG further agree, undertake and shall ensure that if, for any reason whatsoever, any rights relating directly or indirectly to the Games are held by the City, the NOC, the OCOG or by any other third party as a consequence of any form of agreement with the City, the NOC or the OCOG (or for any other reason whatsoever), all such



rights shall be held by such entities solely in a fiduciary capacity for the benefit of the IOC and, under all circumstances, shall be promptly assigned to the IOC by such bodies, at their cost, in form and substance satisfactory to the IOC upon the request of the IOC. Each of the City, the NOC and the OCOG hereby ratifies and confirms in advance all that the IOC shall properly do by virtue of its power-of-attorney rights under Section 86 below.

- d) **Actions against Unauthorised Use:** The OCOG shall monitor for unauthorised use of the properties relating to the Games, including but not limited to trademark rights. In the event the OCOG learns that any such unauthorised use has occurred or is about to occur, the OCOG shall (i) promptly notify the IOC thereof and (ii) at the IOC's request and direction, promptly take all reasonable steps necessary to prevent and stop such unauthorised use (or any other act which infringes on the intellectual property relating to the Games), including, without limitation, informing the organisation or entity responsible for such unauthorised use that such use infringes upon the rights of the IOC, and, within the Host Country, causing the Government to take appropriate action to prevent or stop such unauthorised use. Actions in the Host Country, with respect to any unauthorised use of the said properties, shall be taken by the OCOG, at its expense, in consultation with the IOC. Actions outside the Host Country, with respect to the unauthorised use of the said properties, shall be taken, at the OCOG's expense, either by the IOC, in consultation with the OCOG or, subject to the request of the IOC, by the OCOG itself. If the OCOG shall fail or refuse to take any of the foregoing actions, then, in addition to any of the rights which the IOC shall have hereunder or at law or in equity, the IOC may (but shall not be obligated to) take such action in the OCOG's name.

- e) **Cooperation with the IOC's Monitoring Efforts.** The OCOG agrees at all times to act in a manner consistent with, and to coordinate all of its monitoring efforts with, the IOC and the IOCs' monitoring programs.



**42. Legal
Protection of
Olympic
Symbol,
Emblems and
Mascot(s)**

- a) **Protection of IOC Marks in the Host Country.** The City, the NOC and the OCOG have ensured, or shall ensure, not later than 31st December 2013, that the Olympic Symbol, the terms "Olympic" and "Olympiad" and the Olympic motto are protected in the name of the IOC and that they have obtained, from the Government and the competent national authorities of the Host Country, adequate and continuing legal protection to the satisfaction of the IOC and in the name of the IOC. The NOC confirms that, in accordance with the Olympic Charter, should such domestic legal protection exist or be expressed in the name of or for the benefit of the NOC, the NOC shall only exercise such rights for the benefit of, and in accordance with the instructions received from, the IOC. The City, the NOC and the OCOG shall ensure that the above-noted legal protection provides for a procedure which allows intellectual property disputes, concerning the above-noted properties, to be solved in a timely manner, in particular upon the occasion of the Games. Should there remain any doubts as to the protection of the foregoing in the Host Country (as determined by the IOC), the City, the NOC and the OCOG shall obtain from the Government and the competent national authorities, adequate and continuing legal protection to the satisfaction of the IOC.
- b) **Protection of NOC Emblem in the Host Country.** The City, the NOC and/or the OCOG have ensured or shall ensure that, not later than one year from the date of the formation of the OCOG, the NOC emblem is properly protected in the Host Country in the name of the NOC. Should there remain any doubts as to the protection of the NOC emblem in the Host Country (as determined by the IOC), the City, the NOC and the OCOG shall obtain from the Government and/or the competent national authorities of the Host Country, adequate and continuing legal protection to the satisfaction of the IOC and in the name of the NOC.
- c) **Protection of Games Marks in the Host Country.** The City, the NOC and/or the OCOG, in consultation with the IOC, shall ensure that, not later than one year from the date of the formation of the OCOG, the OCOG emblem, the OCOG mascot(s) and the "CITY + 2020" identification of the Games are properly adopted and protected, to the satisfaction of the IOC, in the Host Country in the name of the OCOG and/or the NOC and that all relevant documents and information have been made available to the IOC for the purpose of the international trademark protection of some or all of the foregoing in the IOC's name. The IOC may provide the OCOG with further instructions/guidelines regarding the adoption



and protection of the OCOG emblem, the OCOG mascot(s) and the "CITY + 2020" identification of the Games, and the OCOG's use of any of the foregoing shall be subject to such instructions/guidelines. Should there remain any doubts as to the protection of the foregoing in the Host Country, the City, the NOC and/or the OCOG shall obtain, from the Government and/or the competent national authorities, adequate and continuing legal protection to the satisfaction of the IOC.

- d) **International Protection of Games Marks.** The City, the NOC and the OCOG acknowledge and agree that the IOC has secured certain international trademark rights regarding the "CITY + 2020" identification of the Games, either combined or not with the Olympic Symbol (i.e. the five rings). The IOC shall carry out the international trademark protection of the OCOG emblem, the OCOG mascot(s) and the "CITY + 2020" identification of the Games, in the name of the IOC, in consultation with the OCOG. The OCOG shall provide the IOC with all relevant documentation in a timely manner, but no later than one (1) year from the date of the formation of the OCOG in order that the IOC can effectively carry out such protection. All costs incurred by the IOC in connection with the international trademark protection of such emblem, mascot(s) and the "CITY + 2020" identification of the Games shall be borne by the OCOG.

- e) **Assignment to the IOC.** Without limiting anything set forth in Section 43 (c) below, the City, the NOC and the OCOG shall ensure that any and all trademark applications filed or registered in the territory of the Host Country, as well as any and all copyrights and designs (whether filed or not by the OCOG in the Host Country) with respect to its emblem and mascot(s) and the "CITY + 2020" identification of the Games shall be automatically assigned to the IOC, at its request, in order for the IOC to be able to grant to sponsors of the International Programme (as defined in paragraph (e) of Section 49 below), as well as rights holding broadcasters and other third parties the right to use such properties. Without limiting anything set forth in Section 43 (c) below, all the above-noted properties shall be assigned to the IOC or, if the IOC so requests in writing, to the NOC free of charge effective not later than 31st December 2020. Documentation evidencing said assignments, in form and substance satisfactory to the IOC, shall be executed promptly upon the request of the IOC.



f) **Scope of Applicability.** Paragraphs (b) and (d) of Section 41 above shall apply, *mutatis mutandis*, to the subject matter of this Section 42.

43. Proprietary Rights in Artistic, Intellectual or Other Works

a) **Proprietary Rights of the IOC.** The City, the NOC and the OCOG hereby acknowledge and agree that all intellectual property rights, including but not limited to copyright and trademark rights, and all other proprietary rights of every kind and nature whatsoever in all graphic, visual, artistic and intellectual works or creations, developed by or on behalf of or for the use of the City's Candidature Committee, the City, the NOC or the OCOG with respect to the Games shall automatically, upon the creation thereof, vest in and remain in the full ownership of the IOC throughout the world and for the full term of such intellectual property, including all renewals, reversions and extensions thereof and thereafter in perpetuity, including, without limitation, the following matters:

- i) emblem of City's Candidature Committee;
- ii) emblems and mascots (including those referred to in paragraph (c) of Section 42 above), including all graphic and three-dimensional representations thereof;
- iii) pictograms;
- iv) official posters designs (all posters issued by the OCOG);
- v) Olympic torch designs and any moulds relating thereto;
- vi) badges and any moulds relating thereto;
- vii) Olympic winners and commemorative medals designs and any moulds relating thereto;
- viii) diplomas;
- ix) official publications;
- x) domain names;
- xi) musical works as referred to in the Olympic Charter;
- xii) photographs and moving images;
- xiii) other graphic works;
- xiv) multi-media works;
- xv) medical-related data;
- xvi) official coins and banknotes;
- xvii) official stamps; and
- xviii) Official Film (as defined in Section 56 below).



(hereinafter cumulatively referred to as the “IOC IPR”). Without prejudice to the foregoing, the City, the NOC and the OCOG hereby irrevocably and unconditionally assign such IOC IPR, effective automatically upon creation thereof, to the IOC throughout the world and for the full term of such intellectual property, including all renewals, reversions and extensions thereof and thereafter in perpetuity. With respect to copyright, such assignment includes assignment by way of a present assignment of future copyright.

The design of any and all such IOC IPR shall be subject to the prior written approval of the IOC.

- b) **Tangible Embodiments.** Except as otherwise explicitly agreed to in writing, all tangible embodiments of IOC IPR are, and shall remain, the property of the IOC, and shall be delivered and assigned, without reservation or encumbrance, by the OCOG to the IOC, free of charge, at the request of the IOC. Without limitation to the foregoing, all the moulds of the medals, including but not limited to Olympic winners’ medals and commemorative medals, and torch designs, and all undistributed medals, diplomas and torches shall be delivered and assigned, without reservation or encumbrance, by the OCOG to the IOC, free of charge, promptly upon the conclusion of the Games. No reproductions or replicas of such medals, diplomas, torches or moulds shall be made or authorised or permitted by the City, the NOC or the OCOG.
- c) **Assignment to the IOC.** The City, the NOC and the OCOG shall ensure that any and all trademark applications filed or registered, and all other trademarks, trade names, trade dress, service marks and other identifications and all associated goodwill, as well as any and all copyrights or designs (whether filed or not) with respect to the IOC IPR shall be automatically assigned to the IOC free of charge (i) effective not later than 31st December 2020 with respect to the Host Country and (ii) effective immediately from the outset (i.e. upon the creation of such IOC IPR) with respect to all territories outside the Host Country.

Documentation evidencing such assignments, in form and substance satisfactory to the IOC, shall be executed promptly upon the request of the IOC. The City, the NOC and the OCOG acknowledge and agree that the IOC shall be permitted to grant to sponsors of the International Programme (as defined in Section 49 (e) below), rights holding broadcasters and other third parties the right to use the



IOC IPR and other above-noted properties, whether or not the relevant assignments have been effected pursuant to this Section 43 (c).

- d) **Copyright Assignment.** The City, the NOC and the OCOG shall ensure that all persons, either physical or legal, involved in the creation of all such IOC IPR have declared that (i) the creation of such IOC IPR and all results and proceeds thereof are specially commissioned by the IOC and shall be considered a "work-made-for-hire", and (ii) such persons have full power to, and will, without any restriction whatsoever, enter into any copyright and intellectual property rights assignment(s) requested by the IOC, in form and substance satisfactory to the IOC, before they start working on any projects. The City, the NOC and the OCOG shall execute such further agreement(s) as the IOC may require at any time to secure the full assignment of all copyright and other intellectual property as aforesaid to the IOC.
- e) **Copyright Protection.** The City, the NOC and the OCOG shall ensure that all works developed for the Games, by them or by third parties contracted by them, including all IOC IPR, shall be registered for copyright protection from the outset, free of any encumbrances, solely in the name of the IOC. The OCOG shall ensure that appropriate documentation is executed with the authors of all such works in order to ensure the foregoing and, if requested by the IOC, shall enter into such further agreement(s) to this effect.
- f) **Transfer of IOC IPR.** The City, the NOC and the OCOG shall provide to the IOC, free of charge, any and all IOC IPR in electronic and editable format and/or other format(s) as may be requested by the IOC, so as to facilitate the actual use of such works by the IOC and by third parties authorised by the IOC. Such transfer shall be carried out, as directed by the IOC, within a reasonable period determined by the IOC and as necessary for the IOC's direct or indirect use.
- g) **Scope of Applicability.** Paragraphs (b) and (d) of Section 41 above shall apply, *mutatis mutandis*, to the subject matter of this Section 43.



VIII. Financial and Commercial Obligations

44. Division of Surplus Any surplus resulting from the celebration of the Games shall be divided as follows:

- a) twenty percent (20%) to the NOC;
- b) sixty percent (60%) to the OCOG to be used for the general benefit of sport in the Host Country, as may be determined by the OCOG in consultation with the NOC; and
- c) twenty percent (20%) to the IOC.

For the sake of clarity, the surplus resulting from the celebration of the Games referred to in this Section shall be calculated based upon the planning, organising and staging of the Olympic Games and Paralympic Games combined.

The OCOG shall, at the time the general organisation plan referred to in Section 16 above is submitted, present to the IOC, for its prior written approval, a statement of the accounting principles which it proposes to adopt for the purpose of determining the amount of such surplus. For the sake of clarity, OCOG revenues from the exploitation of its commercial rights, its sale of sponsorships, tickets, and similar sources shall not be used to provide infrastructure unless otherwise approved in writing by the IOC. Should the OCOG communicate to the general public a surplus that is greater than the one submitted to the IOC, the surplus communicated to the general public shall be used for the purposes of this Section.



45. Financial Reporting

In addition to the reports referred to in Sections 25 and 28 above, and all other information required to be provided herein, the OCOG shall submit to the IOC the following information:

- a) annual financial statements certified by an independent certified public accountant;
- b) regular detailed management accounts prepared for OCOG management by the OCOG finance department (such reports to be provided no less frequently than quarterly); and
- c) all reports generated by internal auditors.

The OCOG shall supply such other data to the IOC and give the IOC or its representative(s) such access to its records as the IOC may reasonably request.

Without limiting the generality of the foregoing, the IOC shall have the right, at any time, to audit, or to have its representative(s) audit, the accounts of the City, the NOC and the OCOG with respect to the planning, organising, financing and staging of the Games.

46. Admission Tickets, Distribution System

All aspects of the OCOG's admission ticket programme shall be subject to the prior written approval of the IOC, which shall consider the reasonable ticket needs in the Host Country, not later than two years prior to the Opening Ceremony of the Games.

Without limiting the generality of the foregoing, the prior written approval of the IOC shall be required with respect to the system of distribution of tickets, the prices of the tickets, the total number of tickets required by and distributed to the IOC, the IFs, the National Olympic Committees, rights holding broadcasters, Olympic sponsors/suppliers/licensees and other members of the Olympic Family, the distribution of tickets throughout the world (by the National Olympic Committees or their authorised agents), ticket policies and conditions, ticket returns and exchanges, including collection and redistribution of tickets bought by National Olympic Committees or fans of teams as such teams are eliminated, the payment schedule(s) for the purchase of tickets and a proposed method of filling empty seats on the dates of the events.

The OCOG shall be responsible for the physical handling of the distribution of tickets, as directed by the IOC. The OCOG shall ensure that the ticketing system proposed,



including all aspects of distribution (e.g. selection of official travel agents, resellers) is in strict compliance with all applicable laws and regulations. The IOC shall have first selection with respect to all its ticket requirements. The cost of such tickets (i.e. face value, tax inclusive) shall be credited against the payment owed to the IOC pursuant to paragraph (d) of Section 49 of this Contract. The OCOG shall ensure that ticket prices are kept as low as reasonably possible and are established taking socio-economic factors into consideration with the aim of allowing maximum spectator attendance to the sports competitions.

The OCOG shall monitor for unauthorised or fraudulent sale, offers for sale, distribution and/or promotion of tickets on a worldwide basis. In the event the OCOG learns that any such unauthorised or fraudulent sale, offers for sale, distribution and/or promotion of tickets has occurred or is about to occur, the OCOG shall (i) promptly notify the IOC thereof and (ii) at the IOC's request and direction, promptly take all reasonable steps necessary to prevent and stop the attempted sale, offers for sale, distribution and/or promotion of tickets, including, without limitation, informing the organisation or entity responsible for such unauthorised or fraudulent action that such use infringes upon the rights of the IOC and/or the OCOG, and, within the Host Country, causing the Government to take appropriate action to prevent or stop such unauthorised action. Actions in the Host Country, with respect to any unauthorised or fraudulent tickets sale, offers for sale, distribution and/or promotion of tickets, shall be taken by the OCOG, at its expense, in consultation with the IOC. Actions outside the Host Country, with respect to any unauthorised or fraudulent tickets sale, offers for sale, distribution and/or promotion of tickets, shall be taken, at the OCOG's expense, either by the IOC, in consultation with the OCOG or, subject to the request of the IOC, by the OCOG itself. If the OCOG shall fail or refuse to take any of the foregoing actions, then, in addition to any of the rights which the IOC shall have hereunder or at law or in equity, the IOC may (but shall not be obligated to) take such action in the OCOG's name.

The OCOG shall ensure that, for the Opening and Closing Ceremonies, there is space available in the main stadium, free of charge, for all accredited athletes, team officials and other team personnel. The OCOG shall ensure that a reasonable number of tickets are made available, free of charge, through the National Olympic Committees, particularly to accredited athletes to attend competitions in sports other than their own, and to team officials and other team personnel, throughout the full duration of the Games. In addition, the OCOG shall abide by the terms and conditions set forth in the "Technical Manual on Ticketing".



47. Propaganda, Advertising and Other Commercial Activities at Venues The City, the NOC and the OCOG shall ensure that the provisions of the Olympic Charter and the "Technical Manual on Brand Protection" relating to propaganda and advertising (including, without limitation, the "clean venue" provisions of the Olympic Charter) are strictly observed. No Olympic venues (including both competition and non-competition venues), or major access points leading to Olympic venues, shall be encumbered during the period in which the Olympic village is required to be open, by any franchise, concession or any other commercial agreement of any kind or nature, including the right to name the venue to promote any third party or third party's products or services, that would be inconsistent with or cause a breach of any agreement entered into by the IOC or the OCOG, including, without limitation, sponsorship and Broadcast Agreements or the Olympic Charter.

The City, the NOC and the OCOG shall ensure that no propaganda, advertising or commercial identification of any product or services or any promotional matter of any kind (e.g. name, logo, trademark or trade name of any third party) is placed or otherwise appears within the Olympic venues or outside the Olympic venues (including both competition and non-competition venues) in such a manner so as to be within the view of the television cameras covering the sports at the Games or of the spectators watching the sports at the Games, except as expressly permitted by the Olympic Charter. Also, the City, the NOC and the OCOG shall ensure that no propaganda or advertising is allowed in the airspace over the City and other cities and venues hosting Olympic events, during the period in which the Olympic village is required to be open.

The City shall not engage, and the OCOG shall ensure that other cities hosting Olympic events do not engage, in any marketing, commercial or signage programmes in relation to the Games (or which could be perceived to be associated with the Games) without the prior written approval of the IOC. The City, the NOC and the OCOG shall be responsible for, and shall ensure that there is no breach of these obligations. All appropriate controls to the effect referred to above shall be put into place as soon as possible after the formation of the OCOG but, in any event not later than one year after the formation of the OCOG. The City, the NOC and the OCOG shall comply forthwith with any directions given in such regard by the IOC.



48. Publications All official publications, including OCOG programmes and brochures (e.g. medical, technical and media brochures and site plans of the venues) shall be submitted by the OCOG to the IOC for its review before they are printed or distributed in any form and, unless the IOC otherwise approves, shall contain no advertising or propaganda of any kind.

49. Marketing Programmes In order to assist the City, the NOC and the OCOG to plan, organise, finance, and stage the Games as contemplated in this Contract, the IOC hereby agrees that the OCOG, subject to the terms of the Marketing Plan Agreement referred to below in paragraph (b) of this Section 49, shall have the right to enter into agreements with third parties, in its own name and on its own behalf, in relation to the local Host Country specific marketing programs and ticketing as described in further detail below in paragraphs (d), (f), (g) and (h) of this Section 49. The benefits and rights of the OCOG and the NOC deriving from such agreements are set out in Section 13 of this contract.

- a) **Joint Marketing Programme:** The OCOG shall be bound by the terms and conditions of the joint marketing programme agreement, executed between the City and the NOC prior to the signature of this Contract, as approved by the IOC ("Joint Marketing Programme Agreement"). This Joint Marketing Programme Agreement shall serve to combine all of the marketing and commercial rights of the OCOG and the NOC, unencumbered by any option or prior grant, for the period commencing on 1st January 2015 and ending on 31st December 2020. Signature of the Joint Marketing Programme Agreement by the NOC shall constitute a warranty by the NOC that it shall cause all national federations and the National Paralympic Committee in the Host Country to comply with and be bound by the Joint Marketing Programme Agreement and their respective obligations as set forth therein.
- b) **Marketing Plan Agreement:** Pursuant to the Joint Marketing Programme Agreement referred to in paragraph (a) of Section 49 above, the IOC and the OCOG shall execute a marketing plan agreement as prepared by the IOC, not later than 31st December 2014 ("Marketing Plan Agreement"). This Marketing Plan Agreement shall address all elements of the marketing plan in relation to the Games as developed by the OCOG, in consultation with the IOC, and as approved by the IOC. For the avoidance of doubt, no commercial activity whatsoever may



be commenced by the OCOG, the City, the NOC (or any person or entity acting under colour of authority of any of the foregoing) prior to the full execution of the Marketing Plan Agreement. The City, the NOC and the OCOG hereby agree not to participate, and the OCOG shall ensure that the Government and its regional and local authorities do not participate, in any marketing or commercial activities relating to the Games, directly or indirectly, other than as expressly permitted by the Marketing Plan Agreement. Further details are contained in the **“Technical Manual on OCOG Business Development”**.

- c) **Avoiding Ambush Marketing:** The City, the NOC and the OCOG acknowledge the importance of protecting the rights granted to Olympic sponsors, rights holding broadcasters and other commercial partners and, to this effect, they agree to take all necessary steps, at their cost (including developing and implementing a programme in relation to the prevention of ambush marketing activities and the taking of legal recourse, if appropriate), to prevent and/or terminate any ambush marketing or any unauthorised use of any Olympic or other Games-related properties, and shall at all times consult and cooperate with the IOC in connection therewith. The OCOG shall present the IOC with a detailed ambush prevention plan, in accordance with the terms of the Marketing Plan Agreement and the **“Technical Manual on Brand Protection”**, and shall comply with all other terms and conditions set forth therein.

Without restricting the generality of the foregoing, the City, the NOC and the OCOG shall ensure that there are no other marketing, advertising or promotional programmes in the Host Country. For example, they shall ensure that no marketing, advertising or promotional programmes organised by one or more national federations, the National Paralympic Committee, sports organisations or any other public or private entity in the Host Country shall refer to the Games, any Olympic team or the year of the Games, or imply any connection with the Games, any Olympic team or the year of the Games. The City shall ensure that no sponsorship or marketing rights identified with the City, any of its agencies, agents or any entity of which it may form part of or on which it is represented, the Games or the period in which the Games will be held, shall be granted without the prior written approval of the IOC.

- d) **Payments to the IOC:** Subject to paragraphs (e), (f) and (g) below of this Section 49, the OCOG shall pay to the IOC in cash, an amount equal to (i) seven and a



half percent (7.5%) of the cash consideration, and (ii) five percent (5%) of the value-in-kind or other forms of consideration (e.g. goods or services), of all gross revenues derived from all contracts pertaining to the marketing plan and the joint marketing programme (referred to in paragraphs (b) and (a) of Section this 49, respectively) or containing any element of commercial exploitation of the emblem, mascot(s) or designations of the Games or relating to the Games in any way, and (iii) seven and a half percent (7.5%) of the gross revenues generated from all forms of ticket sales pertaining to the Games.

- e) **International Programme, Worldwide Suppliership Programme and Worldwide Licensing Programme:** In consideration of the importance to the Olympic Movement of long term Olympic sponsorship, the City, the NOC and the OCOG acknowledge and agree that the IOC may initiate and implement an international Olympic marketing programme (the "**International Programme**"), a worldwide suppliership programme and a worldwide licensing programme relating to the Games, which will take precedence over all other marketing programmes, including the Joint Marketing Programme Agreement and the Marketing Plan Agreement. The City, the NOC and the OCOG undertake to fully participate in such International Programme, worldwide suppliership programme and worldwide licensing programme and to procure all such rights, with a view to facilitate the sponsors of the International Programme, worldwide suppliers and worldwide licensees in achieving their goals and commercial objectives in the Host Country. Pursuant to its obligation to fully participate in the International Programme, each of the OCOG, the City and the NOC undertakes to satisfy any and all of its requirements for products and services falling into the product/service categories of sponsors of the International Programme from the respective sponsor of the International Programme and otherwise adhere to, and fully cooperate with the IOC in its discharge of obligations under, any and all agreements relating thereto. The provisions of paragraph (d) above shall not apply to product and service categories included in and forming part of the International Programme.

The City, the NOC and the OCOG hereby acknowledge and agree that the following amounts shall be deducted from the International Programme, worldwide suppliership programme and worldwide licensing programme gross receipts before the division of revenues set forth in paragraph (v) of Section 13 above: (i) all costs related to the management and administration of the



International Programme, the worldwide suppliership programme and the worldwide licensing programme, including the costs of the general marketing support provided by the IOC or by a third party designated by the IOC, and (ii) any fees charged by the IOC, in its sole discretion, in consideration of its services required to ensure the successful delivery of the OCOG's domestic programme, the International Programme, the worldwide suppliership programme or the worldwide licensing programme. Further details are contained in the "**Technical Manual on Marketing Partner Services**" and the "**Technical Manual on Olympic Hospitality Centre**".

- f) **Coin and Banknote Programmes of Host Country:** The Olympic coin and banknote programmes of the Host Country, including the number and type of coins and banknotes included in such programmes, shall be subject to the prior written approval of the IOC. The IOC's share of revenue from any Olympic coin and banknote programmes of the Host Country shall be three percent (3%) of the face value of coins and banknotes from the circulating programme and three percent (3%) from the commemorative programme of the price to dealers of all coins and banknotes where the Mint has no retail operations (and if the Mint has retail operations, three percent (3%) of the retail price). For the sake of clarity, in case the Olympic coin and banknote programmes of the Host Country are implemented outside of the Host Country (subject to the approval of and under the conditions determined by the IOC), the National Olympic Committees in the territory of which these programmes are implemented shall also be entitled to an additional separate share. The detailed financial terms of the Olympic coin and banknote programmes of the Host Country shall be in accordance with the Marketing Plan Agreement. The provisions of paragraph (d) above shall not apply to the coin and banknote programmes of the Host Country.
- g) **Stamp Programme of the Host Country:**
 - 1. The Olympic stamp programme of the Host Country, including the number and type of stamps and all philatelic products included in such programme, shall be subject to the prior written approval of the IOC.
 - 2. The IOC's share of revenue from the Olympic stamp programme shall be 1% of the retail sales value (gross sales) of all stamps within the programme sold for collection, and of all philatelic products.



3. The OCOG's share of the revenue from the Olympic stamp programme shall be:

- (i) 9% of the retail sales value (gross sales) of all stamps (not including stamps featuring athletes who have competed in the Games) sold for collection, and first day covers, maximum cards and other similar traditional philatelic products; and
- (ii) 15% of the retail sales value (gross sales) of all stamps featuring athletes who have competed in the Games sold for collection, and other philatelic products.

4. The detailed financial terms of the Olympic stamp programme of the Host Country shall be in accordance with the Marketing Plan Agreement

h) **IOC Coins, Banknotes, Stamps and Medals Programmes:** The City, the NOC and the OCOG hereby acknowledge that the IOC has the right to introduce its own coin, banknote, stamp and medal programmes (for its own account), and each such party confirms that no objection shall be made to such programmes and that such coins, banknotes, stamps and medals may be sold in the territory of the NOC on the same terms and conditions as in other countries. The IOC, the NOC and the OCOG shall exercise cooperation with regard to their respective coin, banknote, stamp and medal programmes.

50. Taxes

a) **Payments to be received by the IOC or certain third parties:** The City and/or the OCOG shall bear all taxes, including direct and indirect taxes, whether they be withholding taxes, customs duties, value added taxes or any other indirect taxes, whether present or future, due in any jurisdiction on a payment to be made to (i) the IOC or any third party owned and/or controlled by the IOC, directly or indirectly, including but not limited to the Olympic Broadcasting Organisation (OBO, as further detailed in Section 54 (a) below), IOC Television and Marketing Services SA, the Olympic Museum and (ii) the Official Timekeeper with respect to the revenues generated in relation to the Games. In particular, if a withholding tax, a value added tax or any other indirect tax is due to the Host Country, to Switzerland or to any other jurisdiction on a payment to be received by the IOC or any of the above-noted third parties pursuant to this Contract and/or pursuant to an agreement with an Olympic sponsor, rights holding broadcaster, sub-contractor or other commercial partner, the payment shall be



increased and paid by the City or the OCOG (or applicable obligor) so that the IOC or such third party, after the applicable tax, receives an amount that equals the amount it would have received had there been no such tax. The City and the OCOG shall indemnify the IOC or such third party, as applicable, for any direct taxes and/or indirect taxes that could be borne by the IOC or such third party in the Host Country, so that if the IOC or such third party is liable for the payment of direct taxes and/or indirect taxes in the Host Country, it shall be put in the same situation as if such direct and/or indirect taxes had not been due.

- b) **Payments to be made by the IOC or certain third parties:** The City and/or the OCOG shall bear all taxes, whether they be withholding taxes, customs duties, value added taxes or any other indirect taxes, whether present or future, due in any jurisdiction on a payment to be made by (i) the IOC or any third party owned and/or controlled by the IOC, including without limitation, the OBO as further detailed in Section 54 (a) below, IOC Television and Marketing Services SA, the Olympic Museum and (ii) the Official Timekeeper, with respect to the revenues generated in relation to the Games, including without limitation pursuant to any agreement with an Olympic sponsor, supplier, licensee, rights holding broadcaster, sub-contractor or other commercial partner. The amount of any payment to be made by the IOC or any of the above-noted third parties pursuant to this Contract shall not be increased by any taxes due on such payment. If the IOC or such third party is liable for the payment of such tax, the net payment received by the City, the NOC or the OCOG shall be reduced by an amount corresponding to such tax or, if the payment to the City, the NOC or the OCOG has already been made, the tax subsequently paid by the IOC or such third party shall be reimbursed in full to the IOC or such third party by the City, the NOC or the OCOG, as the case may be.
- c) **Athletes' Performances:** The City and the OCOG shall ensure that either (i) there shall not be any taxes imposed in the Host Country upon the athletes in relation to any financial or other rewards received by the athletes as a result of their performance at the Games, or (ii) should any such taxes be imposed in the Host Country, the financial or other rewards shall be increased and paid by the OCOG so that the athletes, after the applicable taxes, receive an amount that equals the amount they would have received had there been no such taxes.



d) **Carrying out Olympic Functions:** The City, the NOC and the OCOG shall cause, and shall obtain written confirmation from the appropriate governmental authorities confirming, that the following non-residents of the Host Country shall be exempted, to the satisfaction of the IOC, from income tax and any other tax related to the income derived from their activities in the Host Country in connection with the Games:

- i. Employees, officers and members of the IOC, the OBO as further detailed under Section 54 (a), IOC Television and Marketing Services SA, the Olympic Museum and individuals providing services under contract with the IOC;
- ii. Official registered support staff associated with teams from countries other than the Host Country;
- iii. Persons (both individuals and bodies corporate) serving as judges, referees and other Games officials, including without limitation the representatives, employees or other persons acting on behalf of the Official Timekeeper, IFs and other organisations recognised by the IOC ;
- iv. Accredited foreign media organisations and their employees and individuals providing services under contract with these organisations; and
- v. Accredited employees of the rights holding broadcasters and Olympic sponsors/suppliers/licensees.

Furthermore, every person who makes a payment to the above non-residents of the Host Country in connection with their Games-related activities shall be exempted from withholding obligations in respect of such payment.

For the sake of clarity, it is acknowledged by the parties that the purpose of this clause is to ensure that persons residing temporarily in the Host Country to carry out Olympic functions are not subject to tax obligations in multiple jurisdictions. The OCOG and the City further acknowledge that a written declaration from the employer, or the responsible organisation, confirming that an individual (or a group of individuals) remains subject to the tax regime of such individual's (or individuals') country of origin shall be considered as sufficient evidence for the purpose of this clause.

e) **Entities providing Goods and Services in relation to the Games:** The City and the OCOG shall ensure, to the satisfaction of the IOC, that sponsors of the International Programme, as defined in Section 49 (e) above, the OBO as further



detailed in Section 54 (a) below, IOC suppliers, IOC licensees and rights holding broadcasters providing goods and services in relation to the Games are exempted from any and all indirect taxes, whether present or future, including, without limitation, withholding taxes, value added taxes, business tax and/or custom duties, due in any jurisdiction, arising out of or in connection with their activities as sponsors of the International Programme, IOC suppliers, IOC licensees, host broadcasting organisation of the Games or rights holding broadcasters.

- f) **Input tax recovery:** With respect to indirect taxes (e.g. value added tax), the City and the OCOG shall ensure - by coordinating with the Government and its appropriate national, regional and local authorities - that the application of the exemptions and other benefits provided under paragraphs (b) and (e) above has no negative impact on the level of input tax recovery, meaning that all input tax shall be refundable without limitation (exemption with credit). Such amendments must be in force no later than three years before the Opening Ceremony.
- g) **IOC and OCOG to Cooperate:** While the City and/or the OCOG shall bear all taxes as provided for above, the IOC agrees i) to cooperate with the OCOG to help reduce any tax impact on the City and the OCOG by discussing with the OCOG appropriate and reasonable steps (including the restructuring of the contractual relationship) in order to avoid or minimise such taxes, to the fullest extent permitted by law and ii) to consider in good faith addressing situations, in which the OCOG believes that the terms of this Section 50 lead to unforeseen or undue hardship on itself, within the meaning of Section 71 below, provided that, in any event, the IOC or the third party owned and/or controlled by the IOC shall have no obligation to enter into any such alternative arrangement, or do any act or omit to do any act which would materially prejudice its own legal, tax, commercial or financial position.

**51. General
Retention Fund,
Liquidated
Damages, IOC's
Rights to**

- a) Five percent (5%) of any and all sums of money payable to the OCOG pursuant to paragraph (v) of Section 13 of this Contract in relation to the International Programme referred to in paragraph (e) of Section 49 of this Contract shall be paid into a general retention fund maintained and controlled by the IOC. The IOC shall determine the application of the general retention fund in relation to the



**Withhold and
Set-off in the
Event of Non-
Compliance**

organisation of the Games and the obligations of the OCOG in respect thereof. The fund may be used by the IOC in its sole discretion to satisfy amounts due to the IOC by the OCOG and/or the City, including without limitation, on account of any non-compliance by the OCOG and/or the City with this Contract and any indemnification obligations to the OCOG and/or the City hereunder.

Without prejudice to the foregoing, and without prejudice to any other right and recourse of the IOC pursuant to this Contract or the Olympic Charter or otherwise, including the IOC's right to claim for specific performance of the obligations and/or compensation for any damages incurred, if, due to any cause directly or indirectly attributable to the City, the NOC or the OCOG in the performance or non-performance of their obligations pursuant to this Contract, the Games do not take place in the City as contemplated herein, any and all amounts held in the general retention fund, including interest, shall be retained by the IOC for its own account as liquidated damages without further notice.

b) Without prejudice to the foregoing, and without prejudice to any other right and recourse of the IOC pursuant to this Contract or the Olympic Charter or otherwise, including the IOC's right to claim for specific performance and actual damages incurred, in the event of any non-compliance by the City, the NOC or the OCOG of any of their obligations pursuant to this Contract, the IOC shall also (i.e. in addition to retaining all amounts held in the general retention fund) be entitled to withhold all or any portion of any payment due or grant to be made to the OCOG, including any sums of money payable to the OCOG in relation to the International Programme. The amounts to be thus withheld pursuant to this paragraph (b) of this Section 51 shall be determined by the IOC at its sole discretion, provided however that the overall total of all amounts withheld pursuant to this paragraph (b) of this Section 51 may not exceed twenty five percent (25%) of the total amount of any and all payments due or grants to be made to the OCOG. The IOC shall be entitled to exercise its right to withhold such amounts for so long as any non-compliance has not been remedied in full, through compliance or payment of damages, in each case as determined by the IOC in its sole discretion.

The IOC shall also be entitled, at its discretion, and without prejudice to any other right and recourse of the IOC pursuant to this Contract or the Olympic Charter or otherwise, including the IOC's rights to claim for specific performance



and actual damages incurred, to keep any and all amounts thus withheld, including interest, as liquidated damages without further notice.

- c) Without prejudice to the foregoing and without prejudice to any other right and recourse of the IOC pursuant to this Contract, the Olympic Charter or otherwise, including the IOC's right to claim for specific performance and actual damages incurred, and in addition to the right to withhold set out in paragraph (b) of this Section 51, the IOC shall be entitled to set-off any and all of its obligations pursuant to this Contract against any claim against either or all of the City, the NOC and/or the OCOG for any damages resulting from any non-compliance by any such party(ies). The IOC shall also be entitled to exercise its right to set-off against any sums held in the general retention fund set out in paragraph (a) of Section 51 above or otherwise withheld pursuant to paragraph (b) of Section 51 above.
- d) Without prejudice to the foregoing, and without prejudice to any other right and recourse of the IOC pursuant to this Contract or the Olympic Charter or otherwise, including the IOC's right to claim for specific performance and actual damages incurred, if the City, the NOC or the OCOG do not carry out their obligations pursuant to this Contract in a timely manner, the IOC shall be entitled to do so at the cost of the City, the NOC or the OCOG (including a fee for the IOC's services in the performance of such obligations), after giving them reasonable notice. Any such costs or fees may, without prejudice to any other right or recourse available to the IOC pursuant to this Contract or otherwise, be recouped by the IOC against any sums held in the general retention fund set out in paragraph (a) of Section 51 above or otherwise withheld pursuant to paragraph (b) of Section 51 above.
- e) Following the conclusion of the Games, after presentation of the final accounting by the OCOG pursuant to Section 28 of this Contract, and the resolution of any outstanding disputes which affect the IOC, all amounts then actually held in the general retention fund pursuant to paragraph (a) of Section 51 above or otherwise withheld pursuant to paragraph (b) of Section 51 above (in each case to the extent not previously applied by the IOC in satisfaction of obligations of the OCOG and/or the City to the IOC or otherwise applied as liquidated damages), shall be released to the OCOG.



52. Payments by the IOC on behalf of the National Olympic Committees The National Olympic Committees shall not be required to pay any guarantee deposit with respect to their stay in the Olympic Village and other appropriate accommodations. If the National Olympic Committees do not meet their financial obligations to the OCOG with respect to their stay in the Olympic Village and other appropriate accommodations, the IOC, upon the request of the OCOG, may - but is not obligated to - make the appropriate payments on behalf of the National Olympic Committees and deduct such sums from the consideration otherwise payable by the IOC Olympic Solidarity Programme to the concerned National Olympic Committees.



IX. Media Coverage of the Games

53. Broadcast Agreements The Games and all Games-related programmes, ceremonies and events are the exclusive property of the IOC, which owns all rights and data relating thereto, in particular, and without limitation, all rights relating to their exploitation, broadcasting, recording and representation in any form and by any means or mechanism whatsoever, whether now existing or developed in the future.

All agreements relating to the broadcast, exhibition, transmission and distribution of the Games and all Games-related events, by means of all forms of broadcast and exhibition media now or hereafter existing, including without limitation any so-called "new media" rights (e.g. Internet downloading or streaming, IPTV, home video, video-on-demand, mobile platform rights, etc.) ("Broadcast Agreements"), shall be negotiated and concluded exclusively by the IOC. It is expressly understood that all decisions relating to the conduct and conclusion of the negotiations with respect to, and to the contents and execution of, said agreements, including all basic facilities, services and other requirements to be provided by the OCOG and/or the host broadcasting organisation of the Games (the "Olympic Broadcasting Organisation" or "OBO", as further detailed under Section 54 (a) below), rest within the exclusive competence of the IOC. None of the City, the NOC or the OCOG shall make, or authorise any third party to make, any statement relating to such negotiations or agreements without the prior written approval of the IOC. None of the City, the NOC or the OCOG shall, nor shall have any authority to, enter into any agreement with any third party that relates to the broadcast and exhibition of the Games or otherwise impacts the rights licensed by the IOC to the rights holding broadcasters.

The term "Games" for purposes of this Article IX shall include the Games, all Games-related events, the applicable broadcast rights holder's coverage thereof, and all other programming licensed to, or created by, such rights holding broadcaster under the applicable Broadcast Agreement, or that is otherwise subject to such Broadcast Agreement.

The OCOG shall adhere to the terms and conditions of all Broadcast Agreements entered into, or to be entered into, by the IOC with respect to the Games, and, at the request of the IOC, the OCOG shall also fully cooperate and assist the IOC in



connection with the effective discharge by the IOC of its obligations under all such Broadcast Agreements and the effective and timely delivery of all benefits and entitlements to the broadcasters thereunder, including, without limitation, promotional support, accommodations, accreditations and tickets. Without limiting the generality of the foregoing, the OCOG hereby agrees as follows:

- a) **Use of Games Marks:** At the IOC's request, the OCOG agrees to license to the broadcasters the non-exclusive right to use the OCOG emblem, the OCOG mascot(s) and the "CITY + 2020" identification of the Games, either alone or as a part of a composite logo, in such territories and upon such terms and conditions as may be requested by the IOC.
- b) **Music:** The OCOG shall provide no later than 90 days before the scheduled commencement of the Games the IOC, the OBO and, at the IOC's request, each rights holding broadcasters, with a list of any musical compositions and artistic performances, including names of composers, publishers, performers and any other rights-holders, if any, which will perform or play, or be performed or played, during the Games (including, without limitation, as part of athletic competitions, whether or not chosen by the athlete, any background music played at the venues, the Opening and Closing Ceremonies of the Games, the ceremonies at the Olympic Village, the torch relay, Cultural Events, Pre-Olympic Test Events, City Activities, the victory, medals and diplomas ceremonies and sport presentations). The OCOG shall obtain all rights and clearances and make all payments which have or may become due in connection with such musical compositions and artistic performances at the venues and in any and all media now known or hereafter devised, including as part of the IOC's official documentary or highlight film relating to the Games, throughout the world, in perpetuity, including without limitation, coordinating directly with all relevant entities including, without limitation, performers, composers, artists, music publishers, record companies, unions, guilds, performing rights societies and other copyright collection societies to secure all necessary rights including, without limitation, copyrights, performance rights, synchronisation rights, fixation rights, name and likeness rights and mechanical licenses. The IOC reserves the right to provide the OCOG with additional details and mandate additional requirements in connection with such musical compositions and artistic performances (whether live or recorded) and the broadcast and exhibition thereof, and the clearance and payment obligations related thereto.



c) **Legal Action:** To the extent required by the IOC, the OCOG shall participate in any legal action, whether within the Host Country or outside the Host Country, brought by the IOC and/or any rights holding broadcasters against third parties in respect of any infringing broadcast or exhibition of the Games. In the event that any unauthorised broadcast or exhibition of the Games, including, without limitation, any unauthorised display of video over the internet or mobile platforms and similar technologies or by means of any other form of broadcast media now or hereafter existing, whether simultaneous or delayed, in whole or in part, has occurred or is about to occur within the Host Country, the OCOG shall (i) at the IOC's request and direction, promptly take all reasonable steps necessary to prevent and stop such unauthorised use (or any other act which infringes on the IOC's legal rights and those of its exclusive rights holding broadcasters), including, without limitation, informing the broadcast organisation or entity responsible for such unauthorised use that such use infringes upon the rights of the IOC and those of its exclusive rights holding broadcasters, and (ii), within the Host Country, causing the Government, national, regional or local authorities to take appropriate action to prevent or stop such unauthorised use. Actions in the Host Country, with respect to any unauthorised broadcast or exhibition of the Games, shall be taken by the OCOG, at its expense. At least one year prior to the Opening Ceremony, the OCOG shall submit to the IOC for its approval an online piracy prevention plan detailing the applicable legal framework, as well as the judicial or administrative mechanisms to be implemented in the Host Country during the Games, in order to prevent and stop unauthorised broadcast or exhibition of the Games on all media. The OCOG agrees at all times to act in a manner consistent with, and to coordinate all of its monitoring efforts with, the IOC and the IOC's monitoring programs.

54. Facilities and Services for the Broadcasting of the Games

The City, the NOC and the OCOG acknowledge and accept the importance of ensuring the highest broadcast quality of the Games and the widest possible worldwide audience for the Games. The OBO shall be established in accordance with the following provisions in order to fulfil the requirements for the broadcasting of the Games, as set forth in the **“Technical Manual on Media”** and other technical manuals as may be applicable.

a) The OBO is established by the IOC to act as the host broadcasting organisation of the Games, namely, Olympic Broadcasting Services SA (“OBS SA”) and/or any



subsidiary of OBS SA (in particular Olympic Broadcasting Services SL) and/or any other entity authorised by the IOC and entrusted with such task. The IOC shall bear the costs of the provision of the OBO, however the OCOG shall still be responsible for providing, at its expense, certain venues, facilities, services, and other entitlements as described in further detail in this Contract, including the "**Technical Manual on Media**" and other technical manuals as may be applicable, and/or in the Broadcast Agreements, and for cooperating with, and providing assistance to, the broadcasters in connection with the broadcast and exhibition of the Games and all Games-related events. The details of all such requirements will be further set out in an agreement, subject to the prior written approval of the IOC, to be entered into between the OBO and the OCOG, which shall be entered into not later than one (1) year following the formation of the OCOG. It is the OCOG's obligation to fully cooperate with the OBO in accordance with all instructions of the IOC.

- b) In the event that OCOG fails to secure a temporary power solution as per the set milestones and to the satisfaction of the IOC and the OBO, then the IOC may decide to take all necessary measures, which may include the appointment of a temporary power provider at the OCOG's expense.
- c) All such above-mentioned venues, facilities, services and other requirements to be provided to the broadcasters for their use, as well as the general infrastructure for the broadcast of the Games, shall be provided free of charge by the OCOG unless expressly specified otherwise in the "**Technical Manual on Media**". In the latter case, the prices shall be set out in a rate card, subject to the prior written approval of the IOC, as stated in further detail in Section 62 below. It is understood that, subject to the prior written approval of the IOC, the OBO may charge the broadcasters for certain facilities and services at prices to be stipulated in the above-noted rate card. In accordance with Section 50 (a) above, financial transactions arising from the foregoing (i.e. the rate card) shall not be subject to tax of any kind in the Host Country.
- d) The OCOG acknowledges and agrees that, pursuant to the applicable Broadcast Agreement(s), the OCOG may be required, at the request of the IOC, to enter into one or more agreements, and it shall enter into such agreement(s) directly with the applicable broadcasters and/or their permitted sublicensees with respect to the provision of certain facilities and services and certain marketing events. The OCOG shall adhere to the terms and conditions of all Broadcast Agreements entered into,



or to be entered into, by the IOC with respect to the Games, and, at the request of the IOC, the OCOG shall also fully cooperate and assist the IOC in connection with the effective discharge by the IOC of its obligations under all such Broadcast Agreements and the effective and timely provision of facilities and services thereunder.

- e) The IOC reserves the right to choose suppliers to cover one or more areas of the services and other requirements necessary for the broadcasters at the Games. The OCOG hereby agrees to work with these suppliers to define, develop, implement, test and operate the appropriate solutions for the "first class" broadcast of the Games, to the satisfaction of the IOC. The OCOG must fulfil all its obligations pursuant to the clauses included in the contracts between the IOC and these suppliers, and shall enter into appropriate contracts with such suppliers, as may be required by the IOC, in accordance with the IOC's on-going and global strategy. The OCOG shall provide reasonable assistance to broadcasters with respect to the broadcasters' dealings with telecommunications authorities and carriers in the Host Country to obtain competitive rates.
- f) All contracts between the OCOG and the OBO or between the OCOG and/or the OBO and/or telecommunication company(ies) and/or any broadcasting organisation, concerning any services or facilities which involve costs to be paid by the media, which are not fully addressed by the above-mentioned rate card, shall be submitted to the IOC for its prior written approval.
- g) All international broadcast signals (including sound and/or picture and the presence of graphics on the feeds, as applicable) as well as all other material and data related to the Games produced or distributed by, or on behalf of, the OBO shall be registered for copyright protection in the name of the IOC and copyright notices shall be inserted as may be required by the IOC but shall, at a minimum, be prominently shown at the beginning and end of each session of the daily coverage of each sport, together with such other notices as the IOC may require. The results service, to be produced by the OCOG, in a format to be determined by the IOC, shall be registered for copyright protection by the OCOG in the name of the IOC and, subject to any terms and conditions required by the IOC, shall be available for transmission through the OBO to the international broadcasters authorised by the IOC, at the OCOG's cost.



55. Press
Facilities and
Services

- a) The OCOG shall make available, at its expense, the venues, facilities, services and other requirements for the written and photographic press at the Games, as set forth in the "**Technical Manual on Media**" and other technical manuals as may be applicable.
- b) All such facilities, services and other requirements for the written and photographic press for their use shall be provided free of charge by the OCOG unless expressly specified otherwise in the "**Technical Manual on Media**". In the latter case, the prices shall be set out in a rate card, subject to the prior written approval of the IOC, as stated in further detail in Section 62 below.
- c) The results service, in a format to be determined by the IOC, shall be registered for copyright protection in the name of the IOC and, subject to any terms and conditions required by the IOC, including the cost, if any, which may be charged by the OCOG, shall be available for transmission from the OCOG to the international agencies recognised by the IOC. Such service shall, subject to any terms and conditions required by the IOC, also be made available to accredited media, the IFs, the National Olympic Committees and other persons and entities designated by the IOC.
- d) The IOC reserves the right to choose suppliers to cover one or more areas of the services and other requirements necessary for the written and photographic press at the Games. The OCOG hereby agrees to work with these suppliers to define, develop, implement, test and operate the appropriate solutions, to the satisfaction of the IOC. The OCOG must fulfil all its obligations pursuant to the clauses included in the contracts between the IOC and these suppliers, and shall enter into appropriate contracts with such suppliers, as may be required by the IOC, in accordance with the IOC's on-going and global strategy.

56. Official
Film of the
Olympic Games

The OCOG shall have the responsibility of ensuring that an official motion picture of the Games ("**Official Film**") is produced and exploited to the satisfaction of the IOC and subject to its final approval.

The OCOG should follow all IOC requirements in relation to the Official Film, as set forth in the "**Technical Manual on Information and Knowledge Management**" and other IOC guidelines or instructions. All intellectual property rights on the Official Film



shall immediately and automatically vest and remain in full ownership of the IOC, in accordance with Section 41 and 43 above.

57. Internet and Mobile Platform For the sake of clarity, all Internet and mobile platform agreements relating to the Games including, without limitation, those related to e-commerce, on-line ticket sales, on-line merchandising, the establishment of any website or other interactive media service and/or the distribution of Games-related media content via any digital media platform, network or service, are subject to the prior written approval of the IOC. Without limiting the generality of the foregoing, the IOC may, at its sole discretion, agree that the OCOG have its own Internet website(s) subject to the IOC and the OCOG mutually agreeing upon the content of such website(s) and the sharing of the revenues deriving therefrom. All content and features of such website, including but not limited to all social networking activities (including notably blogging, video games and user generated content) and exploitation related to the Olympic archives (including notably archival video, archival photos and results) are subject to the prior written approval of the IOC. Further details regarding this matter are contained in the **"Technical Manual on Digital Media"** and the **"Technical Manual on Communications"**.

58. All Other Forms of Media or Communication The right to enter into any other agreements, relating to the Games, with respect to all other forms of media, communication and exhibition, including, without limitation, multi-media, interactive, or any other form, now or hereafter existing, shall belong exclusively to the IOC throughout the world. Further details regarding this matter are contained in the **"Technical Manual on Digital Media"** and the **"Technical Manual on Communications"**.



X. Other Obligations

59. Issue of Press Releases by the City, the NOC or the OCOG The City, the NOC and the OCOG agree, and shall ensure, that all press releases issued by the City, NOC and/or the OCOG which quote or refer to the IOC President, members of the IOC or the IOC administration shall be submitted to the IOC for its prior written approval.

60. Insurance The OCOG shall secure and maintain, well in advance of the Opening Ceremony of the Games and for a reasonable time after the Closing Ceremony, at its expense, adequate insurance coverage in respect of all risks associated with the planning, organising, financing and staging of the Games. Furthermore, if the OCOG plans to acquire cancellation insurance in relation to the Games, the OCOG shall give the IOC the option to include the OCOG in the IOC's insurance programme. Further details regarding insurance of the Games are contained in the "**Technical Manual on Finance**".

61. Betting The City, the NOC and the OCOG shall not be involved, directly or indirectly, with any betting in relation to the Games. The City, the NOC and the OCOG, in collaboration with the Government, shall ensure that, with regard to any betting activities which may take place with respect to the Games, the integrity of sport is fully protected. For this purpose, the City, the NOC and the OCOG shall, cause the Government to take the necessary steps to facilitate the relations of the IOC with national law enforcement agencies, the national authority in charge with gambling on sport and the national operator(s).



62. Rate Card Prices The OCOG shall ensure that, because of the importance of the worldwide coverage of the Games, the prices contained in the rate cards referred to herein are kept as low as reasonably possible. Similarly, the OCOG shall ensure that the rate card prices for the services and facilities made available to the IFs, the National Olympic Committees, rights holding broadcasters, Olympic sponsors/suppliers/licensees and other members of the Olympic Family are kept as low as reasonably possible. All rate card prices, including related terms and conditions, shall be subject to the prior written approval of the IOC. The final rate card(s), as approved by the IOC, shall not be subject to change without the prior written approval of the IOC.

63. Paralympic Games The Paralympic Games shall be organised by the OCOG approximately two weeks following the conclusion of the Games. The Paralympic Games shall be organised in accordance with the relevant provisions contained in the technical manuals which form an integral part of this contract and, in particular, with the "**Technical Manual on Paralympic Games**" and with the agreement signed between the IOC and the International Paralympic Committee ("IPC"). The services provided to the participants in the Paralympic Games should be based upon similar principles to those applicable to the Games. The planning of the Paralympic Games should be integrated by the OCOG from the early planning stages of the Games.

The OCOG shall pay to the IPC a lump sum of fifteen million United States dollars (US\$ 15'000'000) in consideration for the worldwide broadcast rights, ticket sales rights worldwide, and marketing rights relating to the 2020 Paralympic Games for exercise in the territory of the Host Country. If the IPC wishes to exercise its option to retain the broadcast rights relating to the 2020 Paralympic Games pursuant to the IOC/IPC Agreement, the lump sum of fifteen million United States dollars to be paid by the OCOG to the IPC shall be reduced by an amount to be determined and agreed upon between the IPC, the IOC and the OCOG. Notwithstanding the foregoing, when structuring and undertaking the granting of the broadcast rights, the OCOG shall consider the IPC's desire to be able to broadcast certain events of the Paralympic Games over its internet broadcast channel, currently known as "Paralympicsport.tv".

The OCOG, along with the IPC, shall assume the responsibility for the planning, organising, financing and/or staging of the 2020 Paralympic Games. Should there be any dispute between the IPC and the OCOG pursuant to this Contract or pursuant to the IOC/IPC Agreement which is unable to be resolved between the OCOG and the



IPC, such dispute shall be submitted to the IOC Executive Board for a final, non-appealable resolution. Similarly, should any issue of concern be raised by the IOC Executive Board because of a potential impact on the organisation of the Olympic Games, which is unable to be resolved between the IOC, the IPC and/or the OCOG, such issue shall be addressed in accordance with the decision of the IOC Executive Board.

Should the IPC not exercise its option to retain the broadcast rights relating to the 2020 Paralympic Games, the host broadcasting organisation for the Games (OBO, as defined under Section 54 (a) above) shall also be the host broadcasting organisation for the Paralympic Games. The OCOG shall bear the costs of the host broadcasting organisation in relation to the Paralympic Games. Should the IPC exercise its option to retain the broadcast rights relating to the 2020 Paralympic Games, the IPC shall be responsible for the production of the international broadcast signals for the 2020 Paralympic Games.

The IOC assumes no responsibility of any kind with respect to or deriving from any aspects of the planning, organising, financing and/or staging of the Paralympic Games.

64. Technology

The OCOG shall plan, provide and implement all the technology necessary for the preparation and smooth staging of the Games, at no less than the then-current industry standard(s) for other major sporting events for each applicable technology. Technology includes, *inter alia*, information systems and networks (hardware and software), Internet and similar technology, telephony and telecommunications, wireless, cellular, mobile platform, cabling, timekeeping, scoring, measuring and display systems, public address systems, photocopiers and fax machines, photographic equipment and developing laboratories, televisions, handheld devices and similar items now or hereafter existing.

The IOC may require that the OCOG make certain information available, within a specified period of time, to certain groups of people determined by the IOC.

The IOC reserves all commercial rights relating to the area of technology. The OCOG may not choose suppliers in the field of technology without the prior written approval of the IOC, which must also approve the clauses of contracts with such suppliers



before these are signed. The OCOG shall ensure that such contracts contain clauses which require the suppliers to regularly update the IOC regarding the progress of the delivery of the services and/or products provided thereunder, and to provide the OCOG and the IOC, within six months after the conclusion of the Games, with a written report describing in detail the services and/or products actually delivered during the preparation phases of the Games and during the Games themselves and, if required by the OCOG and/or the IOC, to prepare and participate, at supplier's cost, in meetings, workshops, debriefings and/or other related activities concerning the transfer of knowledge.

The IOC reserves the right to choose suppliers to cover one or more areas of technology necessary to the preparation and smooth staging of the Games. The OCOG hereby agrees to work with these suppliers to define, develop, implement, test and operate appropriate technology solutions, to the satisfaction of the IOC. The OCOG must fulfil all its obligations pursuant to the clauses included in the contracts between the IOC and these suppliers, and shall enter into all contracts with such suppliers under such terms as may be required by the IOC, in accordance with the IOC's on-going and global strategy.

The City, the NOC and the OCOG recognise and acknowledge the importance of the Internet, mobile platforms and similar technologies to the planning, organising, financing and staging of the Games. The IOC reserves all rights in relation to the Internet, mobile platforms, and any other similar technologies, including without limitation all commercial rights related thereto, as well as the choice of content and technical solutions and their implementation. The OCOG must obtain the prior written approval of the IOC before making any decisions, taking any actions or implementing any measures with respect to the Internet, mobile platforms, or any other similar technology.

The OCOG will be responsible for paying, and shall pay, all technology-related costs in connection with the planning, organising, financing and staging of the Games.

The OCOG shall provide, to a reasonable number of technology experts working for the IOC, and to Organising Committees for Olympic Games subsequent to the Games and their technology suppliers, accreditations allowing free access to all locations where Games-related technology will be provided and operated.



**65. Olympic
Results and
Information
Services**

The OCOG shall provide information technology, in accordance with the standards contemplated in the Olympic Results and Information Services ("ORIS") documentation, a copy of which has been provided by the IOC to the City and which forms an integral part of this Contract. The ORIS project shall be updated to include the new requirements of the Olympic Games, IFs, other constituents of the Olympic Family and technology development. The OCOG shall pay part of the costs of updating the ORIS project in accordance with the rules established by the IOC.



XI. Termination

66. Termination a) The IOC shall be entitled to terminate this Contract and to withdraw the Games of Contract from the City if:

- i) the Host Country is at any time, whether before the Opening Ceremony or during the Games, in a state of war, civil disorder, boycott, embargo decreed by the international community or in a situation officially recognised as one of belligerence or if the IOC has reasonable grounds to believe, in its sole discretion, that the safety of participants in the Games would be seriously threatened or jeopardised for any reason whatsoever;
- ii) any covenant of the Government (as referred to in Section 5 of this Contract) is not respected;
- iii) the Games are not celebrated during the year 2020;
- iv) there is a violation by the City, the NOC or the OCOG of any material obligation pursuant to this Contract, the Olympic Charter or under any applicable law; or if
- v) there is any material uncured breach of Section 72 of this Contract.

b) Should the IOC elect to terminate this Contract and withdraw the Games, it shall (provided there is no need for urgent action, as determined by the IOC in its sole discretion) proceed as follows:

- i) if the IOC determines that a contingency set forth in paragraph (a) of Section 66 above has occurred or is occurring (or is reasonably likely to occur), it shall be entitled to put the City, the NOC and the OCOG, jointly and/or severally, on notice, by registered mail, telefax (with confirmation copy sent by registered mail) or special courier with acknowledgement of receipt, and to call upon any or all of such parties to remedy or cause to be remedied the contingency(ies) specified by the IOC within sixty (60) days of the date of such notice provided, however,



that if, on the day on which such notice is sent by the IOC, the period remaining until the date of the Opening Ceremony of the Games is less than one hundred and twenty (120) days, the above-mentioned sixty (60) days deadline shall be reduced to one half of the number of days running from the date on which such notice is sent until the date of the Opening Ceremony; and

- ii) if, following a notice served in accordance with paragraph (b)(i) above, the contingency(ies) ascertained by the IOC has (have) not been remedied to the reasonable satisfaction of the IOC within the deadline set forth in the said paragraph (b)(i), the IOC shall then be entitled, without further notice, to withdraw immediately the organisation of the Games from the City, the NOC and the OCOG and to terminate this Contract with immediate effect, without prejudice to the IOC's right to claim any and all damages and any other available rights and remedies.

In case of withdrawal of the Games by the IOC, or termination of this Contract by the IOC for any reason whatsoever, the City, the NOC and the OCOG hereby waive any claim and right to any form of indemnity, damages or other compensation or remedy of any kind and hereby undertake to indemnify and hold harmless IOC Indemnitees from any third party claims, actions or judgements in respect of such withdrawal or termination. It is the responsibility of the OCOG to notify all parties with whom it contracts of the content of this Section.



XII. Miscellaneous

67. Summary of Technical Manuals Forming Integral Part of this Contract The City, the NOC and the OCOG shall abide by the terms and conditions set forth in the technical manuals, and all updates, amendments and modifications thereto, irrespective of when so updated, amended or modified, all of which form an integral part of this Contract, including those technical manuals referred to below which have not yet been expressly referred to in the previous sections of this Contract. The technical manuals contain contractual requirements as well as key recommendations and educational information in relation to a specific theme or function in order to assist the City, the NOC and the OCOG with the planning, organising and staging of the Games.

Technical Manuals	Referred to in Section(s)
Accommodation	29, 30, 31 and 36
Accreditation at the Olympic Games – User's Guide	11, 20 and 31
Arrivals & Departures	20
Brand, Identity and Look of the Games	22
Brand Protection	47 and 49
Ceremonies	37
City Activities and Live Sites	36
Communications	27, 57 and 58
Design Standards for Competition Venues	34 and 35
Digital Media	57 and 58
Finance	24 and 60
Food and Beverage Services	---
Games Management	16, 25, 26 and 27
Information and Knowledge Management	27, 28 and 56
Marketing Partner Services	49



Media	30, 54 and 55
Medical Services	24
NOC Services	20
OCOG Business Development	49
Olympic Games Impact	28
Olympic Hospitality Centre	49
Olympic Torch Relay	38
Olympic Village	29
Olympic Family and Dignitary Services	15
Paralympic Games	63
IOC Protocol Guide	40
Wayfinding Signage	---
Sport	34
Ticketing	46
Transport	20
Venues	35
People Management	11

68. Obligations at the Expense of the City, the NOC and/or the OCOG Unless expressly stipulated otherwise in this Contract, all obligations of the City, the NOC and/or the OCOG pursuant to this Contract, shall be at their expense.

69. Delegation by the IOC The IOC may delegate, at its discretion, authority for the implementation of this Contract to such person(s) or entity(ies) as it may designate from time to time.



70. Assignment by the City, the NOC or the OCOG The City, the NOC and the OCOG shall not assign any rights or obligations under this Contract or the Olympic Charter, in whole or in part, without the prior written approval of the IOC in each instance.

71. Unforeseen or Undue Hardship Should any provision of this Contract give rise to undue hardship affecting the OCOG, which could not have been foreseen at the date of execution hereof, the OCOG may request the IOC to consider such changes as may be reasonable in the circumstances, provided that such changes shall not adversely affect either the Games or the IOC and, provided, further, that any such changes shall be a matter of discretion to be exercised by the IOC, it being understood and agreed that the IOC shall not be obligated to consider, agree to or otherwise accommodate any such changes.

72. Enactment, Amendment or Entering into Force of Law Should any law, rule or regulation in the Host Country be enacted or amended or enter into force after the date of the visit by the IOC Evaluation Commission to the City, and should any such enactment, amendment, or entering into force result in adverse consequences for the IOC, the IFs or the National Olympic Committees – financial or otherwise – compared to the previously existing situation, then the City, the NOC and the OCOG shall take all appropriate steps to ensure, and shall ensure, that the IOC, the IFs and the National Olympic Committees are not affected by such adverse consequences.

73. Relationship of the Parties This Contract does not constitute either of the parties hereto the agent of any of the other parties nor create a partnership, joint venture or similar relationship between any of the parties.

74. Resolution of Disputes between OCOG and the Olympic Family Should any dispute arise pursuant to this Contract between, on the one hand, the City, the NOC and/or the OCOG and, on the other hand, any member(s) of the Olympic Family and, in particular, the IFs or the National Olympic Committees, which dispute cannot be resolved amicably between the parties concerned, such dispute shall be submitted to the IOC for final resolution.



75. Languages

All information and documentation produced in relation to the planning, organising, financing and staging of the Games (e.g. publications, signage) shall be in English and French, the official languages of the IOC, unless expressly provided otherwise in writing by the IOC. The OCOG shall submit to the IOC its translation policy, to be applicable upon the occasion of the Games, not later than one year prior to the Opening Ceremony of the Games.

All information and documentation submitted to the IOC pursuant to this Contract, shall be submitted in English and French. The IOC may agree, at its discretion, to a summary in English and/or French, as the case may be. All agreements requiring the approval of the IOC must be submitted to the IOC in at least English or French and, insofar as the IOC is concerned, the English or French version shall prevail.

The English version of this Contract shall prevail.

76. Olympic Charter

For the purposes of this Contract, the Olympic Charter means the Olympic Charter in force upon the conclusion of the 125th Session in Buenos Aires, including its Rules and Bye-Laws. Notwithstanding the foregoing, the IOC reserves the right to amend the Olympic Charter with respect to governance of the Olympic Movement and for such purposes the version of the Olympic Charter which is amended from time to time shall prevail, provided, that if any such specific amendment or modification has a material adverse effect on the OCOG's rights hereunder, such rights of the OCOG shall not be so affected by such specific amendment or modification unless agreed to by the OCOG.

77. Authorisation of Signatories

Each of the parties hereto represents and warrants that the persons executing this Contract on its behalf have been duly and properly authorised to execute this Contract and that all necessary formalities in that regard have been duly and properly performed.

78. Headings

The headings given to each section of this Contract are for convenience only. They shall not be deemed to affect in any way the meaning of the provisions to which they refer.



79. This Contract may be signed and accepted in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

80. Unless the context implies otherwise, words importing the singular number only shall include plural and vice versa and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms, associations, partnerships, limited liability companies and corporations and any other entity and vice versa. As used in this Contract, the term "including" (or variants of such term) shall be deemed to be followed by the term "but not limited to".

81. Precedence In case of conflicts or discrepancies in relation to the interpretation or implementation of this Contract, such conflicts or discrepancies shall be determined by applying, in the following order of preference: the present Contract, the Olympic Charter and applicable laws.

82. Non-Waiver A waiver of any provision of this Contract or of the Olympic Charter or any breach thereof in one instance shall not be construed as a waiver of that provision or breach thereof in the future. Other than as may be expressly stated herein, all rights and remedies of the parties hereto are cumulative and not in limitation or restriction of any other right or remedy.

83. The determination that any provision of this Contract is void, invalid or unenforceable shall not affect this Contract, all of said provisions being inserted conditionally on their being considered legally valid and in compliance with the Olympic Charter, and this Contract shall be construed and performed in all respects as if such void, invalid or unenforceable provisions were omitted insofar as the primary purpose of this Contract is not frustrated.



84. No Third Party Beneficiaries For the avoidance of doubt, in no event shall the OCOG, the NOC or the City constitute or be treated as a third party beneficiary for purposes of the Olympic Broadcast Agreements or sponsorship agreements or have the right to enforce any provision thereof directly against the IOC.

85. Confidentiality Each of the parties hereto agree to keep confidential this Contract and all confidential data and information provided to such party by any other party in connection with the negotiation, execution and performance of this Contract, unless and to the extent that disclosure is necessary for financial, legal or governmental proceedings. Each of the City, the NOC and the OCOG shall have the right to make limited disclosure, on a need-to-know basis, of the terms of this Contract to its affiliates, licensees, suppliers, contractors or other persons, where necessary, to enable it to exercise its rights hereunder; provided, that all such persons or entities to whom disclosure is made shall also agree in writing to respect this confidentiality provision. The IOC shall have (i) the same disclosure rights as the City, the NOC and the OCOG, (ii) the right to disclose the terms of, or provide copies of, this Contract to its staff and advisors, other organizing committees, IOC Television and Marketing Services SA, the OBO, the Olympic Museum , any other host city and their respective staff and advisors, and (iii) the right to disclose the terms of this Contract to any other person or entity deemed necessary or desirable by the IOC in connection with the exercise of its rights hereunder or its performance of this Contract; provided, that all such persons or entities (other than members of the Olympic Family and any staff or advisors who are subject to internal policies or professional duties requiring confidential treatment of any such information) to whom disclosure is made shall also agree in writing to respect this confidentiality provision.



86. Further Documents; Power of Attorney. Each of the City, the NOC and the OCOG agrees that it will hereafter execute and deliver any further agreements, documents and instruments that is requested by the IOC in order to carry out the intent of this Contract or is otherwise necessary or desirable to effectuate the arrangements contemplated hereby.

Each of the City, the NOC and the OCOG hereby appoints the IOC or its representative as its attorney-in-fact (which appointment is irrevocable and coupled with an interest), with full power of substitution and delegation, to execute any and all assignments and related documentation consistent herewith, and to perform any and all such other acts consistent with this Contract, that such party fails to execute or perform promptly upon the request of the IOC.

87. Governing Law and Resolution of Disputes; Waiver of Immunity This Contract is governed by Swiss law. Any dispute concerning its validity, interpretation or performance shall be determined conclusively by arbitration, to the exclusion of the ordinary courts of Switzerland or of the Host Country, and be decided by the Court of Arbitration for Sport in accordance with the Code of Sports-Related Arbitration of the said Court. The arbitration shall take place in Lausanne, in the Canton of Vaud, Switzerland. If, for any reason, the Court of Arbitration for Sport denies its competence, the dispute shall then be determined conclusively by the ordinary courts in Lausanne, Switzerland. The City, the NOC and the OCOG hereby expressly waive the application of any legal provision under which they may claim immunity against any lawsuit, arbitration or other legal action (i) initiated by the IOC, (ii) initiated by a third party against the IOC, particularly as per Section 9 above, or (iii) initiated in relation to the commitments undertaken by the Government and its regional and local authorities as reflected in Section 5 above. Such waiver shall apply not only to the jurisdiction but also to the recognition and enforcement of any judgment, decision or arbitral award.

The City and the NOC agree that such actions and any other notices shall be validly served if they are addressed to the OCOG.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED
THIS CONTRACT AT THE PLACE AND ON THE DATE FIRST
ABOVE MENTIONED

THE INTERNATIONAL OLYMPIC COMMITTEE

Per: Jacques Rogge

Jacques ROGGE
President

Per: Richard Carrón

Richard CARRIÓN
Chairman, Finance Commission

THE CITY OF TOKYO

Per: Naoki Inose

Naoki INOSE
Governor

THE JAPANESE OLYMPIC COMMITTEE

Per: Tsunekazu Takeda

Tsunekazu TAKEDA
President